

(29,661)

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1928.

No. 353.

NATIONAL ASSOCIATION OF WINDOW GLASS MANUFACTURERS, NATIONAL WINDOW GLASS WORKERS, ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR
THE NORTHERN DISTRICT OF OHIO.

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[fol. 1-3] UNITED STATES OF AMERICA:
Northern District of Ohio,
Eastern Division, ss:

Record of the Proceedings of the

**DISTRICT COURT OF THE UNITED STATES WITHIN AND
 FOR THE EASTERN DIVISION OF THE NORTHERN DIS-
 TRICT OF OHIO**

In the cause and matter hereinafter stated, the same being finally disposed of at a regular term of said court begun and held at the city of Cleveland, in said district, on the first Tuesday in April, being the 3d day of said month, in the year of our Lord one thousand nine hundred and twenty-three, and of the Independence of the United States of America the one hundred and forty-seventh, to wit, on Wednesday, the 18th day of April, A. D. 1923.

Present: Honorable D. C. Westenhaver and Honorable John M. Killits, United States District Judges.

No. 817

THE UNITED STATES OF AMERICA

vs.

NATIONAL ASSOCIATION OF WINDOW GLASS MANUFACTURERS, NA-
 TIONAL WINDOW GLASS WORKERS, ET AL.

Said action was commenced on the 5th day of January, A. D. 1923, and proceeded to final disposition at the term and day above written, and during the progress thereof pleadings and papers were filed, process was issued and returned, and orders of the Court were made and entered in the order and on the dates hereinafter stated, to wit:

[fol. 4] [Title omitted]

[fol. 5] IN THE DISTRICT COURT OF THE UNITED STATES OF
 AMERICA FOR THE NORTHERN DISTRICT OF OHIO, EAST-
 ERN DIVISION

[Title omitted]

PETITION—Filed Jan. 5, 1923

1. The Parties

The United States of America, by its attorney for the Northern District of Ohio, acting under the direction of the Attorney General, brings this petition in equity against the following-named and de-

scribed organizations, individuals, and corporations having to do with the hand-blown window glass industry in the United States:

National Association of Window Glass Manufacturers, a voluntary organization of manufacturers of hand-blown window glass, having its headquarters and principal office in the First National Bank Building, Pittsburgh, Pennsylvania;

And the following officers thereof:

W. S. Phillips, president, Brownsville, Pa.;
 [fol. 6] George A. Schlossstein vice president, So. Charleston, W. Va.;

J. R. Johnston, Jr., secretary-treasurer, Pittsburgh, Pa.

And the following directors thereof:

H. R. Hilton, Port Allegany, Pa.;

W. S. Phillips, Brownville, Pa.;

F. J. Henisse, Salem, W. Va.;

Jules J. Quertinmont, Point Marion, Pa.;

W. L. Graham, Masontown, Pa.;

Frank Bastin, Vincennes, Ind.;

U. G. Baker, Okmulgee, Okla.;

C. F. Lutes, Fredonia, Kans.;

Frank Bostock, Sapulpa, Okla.;

Harry L. Everts, Utica, Ohio;

Leon J. Houze, Point Marion, Pa.;

Geo. A. Schlostein, So. Charleston, W. Va.;

Eugene Rolland, Clarksburg, W. Va.;

Amour Loriaux, Caney, Kans.;

And the following members of the Wage Committee thereof:

Frank Bastin, chairman, Vincennes, Ind.;

William E. Smith, secretary, Clarksburg, West Va.;

H. R. Hilton, Port Allegany, Pa.

John B. Scohy, Sistersville, West Va.;

Charles H. Harding, Fort Smith, Ark.;

William S. Phillips, Brownsville, Pa.;

Harry L. Everts, Utica, Ohio;

Amour Loriaux, Caney, Kans.

National Window Glass Workers, a voluntary organization of workmen engaged in the hand-blown window glass industry, having its headquarters and principal office in the Ulmer Building, Cleveland, Ohio;

And the following officers thereof:

John M. Siemer, president, Cleveland, Ohio;

Thomas Reynolds, secretary, Cleveland, Ohio;

Joseph Slight, treasurer, Columbus, Ohio.

And the following members of the Wage Committee thereof:

John M. Siemer, president, Cleveland, Ohio;

Thomas Reynolds, secretary, Cleveland, Ohio;

Arthur Pierce, Sistersville, West Va.;

Marion Clark, Independence, Kans.;

George Rozzell, Clarksburg, West Va.;

Edgar Robinson, Sandusky, Ohio;
 Thomas Gray, Fort Smith, Ark.;
 Arthur Wittebort, Pennsboro, West Va.;
 Luther Dulaney, Utica, Ohio;
 Harry C. Parker, Sr., Sandusky, Ohio.
 And the following members of the Executive Board thereof:
 John M. Siemer, chairman, Cleveland, Ohio;
 Thomas Reynolds, secretary, Cleveland, Ohio;
 George H. Walker, Columbus, Ohio;
 Forest Campbell, Columbus, Ohio;
 Herman Becker, Vincennes, Ind.;
 Emerson Von Scio, Columbus, Ohio;
 George Berger, Fort Smith, Ark.;
 Charles Brigode, Pennsboro, West Va.;
 J. G. Montross, Utica, Ohio;
 Fred Mayeur, Utica, Ohio.

[fol. 8] And the two thousand (2,000) or more members thereof in the United States, the names of whom are unknown to the petitioner.

The following corporations engaged in the manufacture of hand-blown window glass:

Group A

Name	State of incorporation	Location of factory
Alliance Window Glass Company.	West Virginia...	Salem, W. Va.
Baker Brothers Glass Company.	Indiana.....	Oklmulgee, Okla.
Blackford Window Glass Company	Indiana.....	Vincennes, Ind.
The Buckeye Window Glass Company	Ohio.....	Columbus, Ohio.
Camp Glass Company	West Virginia...	Huntington, W. Va.
Doddridge Window Glass Company	West Virginia...	West Union, W. Va.
Dunkirk Window Glass Company	Indiana.....	South Charleston, W. Va.
Elk Run Window Glass Company	Pennsylvania....	Punxsutawney, Pa.
Empire Glass Company	Pennsylvania....	Shinglehouse, Pa.
Federated Window Glass Company	Pennsylvania....	Point Marion, Pa.
Fredonia Window Glass Company	Kansas.....	Fredonia, Kans.
Harding Glass Company	Arkansas.....	Fort Smith, Ark.
Illinois Window Glass Company	Illinois.....	Danville, Ill.
Independent Glass Company	West Virginia...	Sistersville, W. Va.
Jeannette Window Glass Company	Pennsylvania....	Point Marion, Pa.
Lafayette Window Glass Company	West Virginia...	Clarkburg, W. Va.
Le Flore Window Glass Company	West Virginia...	Poteau, Okla.
C. F. Lutes Glass Company	Kansas.....	Hermona Beach, Calif.
National Sash and Door Company	Kansas.....	Independence, Kans.
Norwood Glass Company	West Virginia...	Clarkburg, W. Va.

Name	State of incorporation	Location of factory
Patterson Glass Manufacturing Company	West Virginia	Cameron, W. Va.
Premier Window Glass Company	West Virginia	Pennsboro, W. Va.
Quertinmont Glass Company	Pennsylvania	Fairchance, Pa.
Reliance Window Glass Manufacturing Company	Pennsylvania	Dubois, Pa.
Salem Co-operative Window Glass Company		Salem, W. Va.
Southern Glass Company		Grafton, W. Va.
Sunflower Glass Company	Oklahoma	Sapulpa, Okla.
Torrance Glass Company	California	Torrance, Calif.
Twin City Glass Company	Texas	Texarkana, Tex.
The Utica Glass Company	Indiana	Utica, Ohio.
Wichita Falls Window Glass Company	Texas	Wichita Falls, Tex.
Wilcox Glass Company	Pennsylvania	Wilcox, Pa.

[fol. 9]

Group B

Name	State of incorporation	Location of factory
Allegany Window Glass Company	Delaware	Port Allegany, Pa.
Belmont Window Glass Company	West Virginia	Barnesville, Ohio.
Big Horn Glass Products Company	Wyoming	Lovell, Wyo.
The Clarksburg Glass Company	West Virginia	Clarksburg, W. Va.
Connelly Glass Company	Kansas	Caney, Kans.
Crescent Window Glass Company	West Virginia	Weston, W. Va.
The Crown Window Glass Company	Ohio	Maumee, Ohio.
Eldred Window Glass Company	Pennsylvania	Punxsutawney, Pa.
Erie Window Glass Company		Sandusky, Ohio.
The Fairfield Window Glass Company	Ohio	Lancaster, Ohio.
Houze Window Glass Company	Pennsylvania	Point Marion, Pa.
Ideal Window Glass Company		West Union, W. Va.
Indiana Window Glass Company	Indiana	Vincennes, Ind.
Johnston Glass Company	Indiana	Hartford City, Ind.
Liberty Glass Company	West Virginia	Clarksburg, W. Va.
Marion Window Glass Company	West Virginia	Mannington, W. Va.
Masontown Window Glass Company	Pennsylvania	Masontown, W. Va.
Model Glass Company		Fort Smith, Ark.
Modern Window Glass Company	West Virginia	Salem, W. Va.
National Glass Company	Louisiana	Shreveport, La.
Paramount Window Glass Company	West Virginia	Salem, W. Va.
Penn Window Glass Company	West Virginia	Pennsboro, W. Va.
The Pioneer Window Glass Company	Ohio	Marietta, Ohio.
J. J. Quertinmont Glass Company		Point Marion, Pa.
Rolland Glass Company	West Virginia	Clarksburg, W. Va.
Royal Window Glass Company	West Virginia	Grafton, W. Va.
The Sandusky Glass Manufacturing Company	Ohio	Sandusky, Ohio.

Name	State of incorporation	Location of factory
The J. B. Scoky Glass Company.	West Virginia...	Sistersville, W. Va.
Superior Glass Products Company	West Virginia...	Huntington, W. Va.
The Victory Window Glass Company	Oklahoma.....	Augusta, Kans.

Petitioner is not informed as to which of the above-named corporations belong to said National Association of Window Manufacturers and does not consider that particular information essential in this proceeding. However, petitioner is informed and believes that more than fifty per cent (50%) of said corporations are now members of said association.

[fol. 10] The individuals above named and described as members of the Wage Committee of National Association of Window Glass Manufacturers will be hereinafter referred to collectively as "defendant members of Manufacturers' Wage Committee."

The individuals above named and described as president, secretary, and members of the Wage Committee of National Window Glass Workers will be hereinafter referred to collectively as "defendant members of Workers' Wage Committee."

The individuals above named and described as chairman, secretary, and members of the Executive Board of National Window Glass Workers will be hereinafter referred to collectively as "defendant members of Workers' Executive Board."

The corporations above named and described will be hereinafter referred to collectively as "defendant corporations."

II. Jurisdiction

Practically all of the hand-blown window glass manufactured in the United States is manufactured by defendant corporations, and upwards of 80 per cent thereof is sold and shipped in interstate commerce.

The headquarters and principal office of defendant National Window Glass Workers are in the city of Cleveland, in the Eastern Division of the Northern District of Ohio.

The Wage Scale contract by means of which it is hereinafter charged that interstate trade and commerce in hand-blown window [fol. 11] glass has been and is being unlawfully restrained was consummated in the city of Cleveland, in the Eastern Division of the Northern District of Ohio.

The meetings of the Executive Board of defendant National Window Glass Workers, in which authority is vested to see that said Wage Scale contract is carried out, are held in the city of Cleveland, in the Eastern Division of the Northern District of Ohio.

Defendants John M. Siemer and Thomas Reynolds reside and have their offices in the city of Cleveland, in the Eastern Division of the Northern District of Ohio.

The carrying out of said Wage Scale contract has restrained and restraining interstate trade and commerce in hand-blown window

glass, in violation of section 1 of the act of Congress approved July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies" (26 Stat. 209) known as the Sherman Anti-trust Act, and this proceeding is brought under section 4 of said act to prevent and restrain the further carrying out of said terms and provisions of said Wage Scale contract.

III. The Contract

More than 50 per cent of defendant corporations engaged in the manufacture, sale, and shipment of hand-blown window glass in the United States belong to defendant National Association of Window Glass Manufacturers.

[fol. 12] Upwards of 95 per cent of defendant hand-blown window glass workers in the United States belong to defendant National Window Glass Workers.

Each year for a number of years it has been the practice of defendant National Association of Window Glass Manufacturers and defendant National Window Glass Workers, respectively, to appoint or elect Wage Committees to agree upon a Wage Scale contract for the hand-blown window glass industry for the ensuing year, or such period thereof as it might be determined to allow hand-blown window glass factories to operate. The Wage Scale contract so agreed upon is enforced against all of said defendant corporations, regardless of whether they belong to defendant National Association of Window Glass Manufacturers.

On or about September 16, 1922, defendant members of Manufacturers' Wage Committee and defendant members of Workers' Wage Committee, in pursuance of a scheme to limit the activities of all the manufacturers of hand-blown window glass and of all the workmen engaged in that industry to a portion only of each year, and for the purpose and with the intent on their part of curtailing the production of hand-blown window glass below the quantity which could be and should be manufactured to meet the demands of the trade, met in the city of Cleveland, in the Eastern Division of the Northern District of Ohio, and entered into a contract known as [fol. 13] "Wage Scale" which, among other things, provided:

This wage agreement shall be in effect from September 25, 1922, to January 27, 1923, during which period the scale shall be in full force for sixteen (16) weeks, or ninety-six (96) working days; and from January 29, 1923, to June 11, 1923, during which time the scale shall be in full force for eighteen (18) weeks, or one hundred and eight (108) working days.

It was further understood and agreed between defendant members of Manufacturers' Wage Committee and defendant members of Workers' Wage Committee that approximately one-half of the defendant corporations having factories for the manufacture of hand-blown window glass would be granted a Wage Scale contract to operate a single factory from September 25, 1922, to January 27,

1923, constituting the so-called first period; that such of the defendant corporations as were not granted a Wage Scale contract to operate during the first period would be granted a Wage Scale contract to operate a single factory from January 29, 1923, to June 11, 1923, constituting the so-called second period; and that none of the defendant corporations would be granted a Wage Scale contract and permitted to operate the same factory during both periods.

Every defendant corporation to which a Wage Scale contract is granted is required to sign said Wage Scale contract. Petitioner [fol. 14] alleges and believes that it is impracticable, if not, impossible, for any manufacturer of hand-blown window glass to undertake to operate his factory unless he is granted and signs said Wage Scale contract.

Said Wage Scale contract granting authority to operate during the first period has been issued to and signed by certain of the defendant corporations, to wit, those hereinbefore designated as Group A (pages 3-4, supra). The factories of defendant corporations in Group A are now in operation, but under the terms and provisions of said Wage Scale contract they must cease operating on January 27, 1923. The factories of defendant corporations hereinbefore designated as Group B (pages 4-5, supra), which have remained idle during the first period, will be granted a Wage Scale contract to operate during the second period, commencing on January 29, 1923, and the Group A factories now operating will remain idle for many months.

Said Wage Scale contract, in so far as it limits and prescribes the periods of time during which defendant corporations may or shall operate their factories, has resulted and is resulting in a substantial curtailment of the production of hand-blown window glass; has suppressed and is suppressing the competition as to the quantity of such hand-blown window glass produced to which the public is entitled, which the law contemplates, and which but for said Wage Scale contract [fol. 15] limiting and prescribing periods of operation would exist between said defendant corporations engaged in the manufacture, sale, and shipment of hand-blown window glass in the United States; and has restrained and is restraining their interstate trade in hand-blown window glass, in violation of section 1 of the said act of Congress.

Defendant members of Workers' Executive Board have been and are now carrying out said Wage Scale contract limiting and prescribing periods of operation, and unless restrained and enjoined by this court will continue so to do to the irreparable injury of the public, many of the corporations engaged in the manufacture of hand-blown window glass, and the workmen employed in the industry.

IV. Prayer

Wherefore petitioner prays:

1. That writs of subpoena issue, directed to each and every of the defendants, commanding them to appear herein and answer, but not

under oath (answer under oath being hereby expressly waived), the allegations contained in the foregoing petition, and to liable by and perform such order or decree as the court may make in the premises.

2. That a temporary restraining order may be issued forthwith restraining the said defendants and each of them, and their officers, agents, and employees from directly or indirectly carrying out, or [fol. 16] taking any action to carry out, said Wage Scale contract in so far as it limits and prescribes the periods of time during which defendant corporations may or shall operate their factories; that a copy of said temporary restraining order may be promptly served upon each of the said defendants named; and that as to those unknown and unnamed defendants, such temporary restraining order may be ordered and decreed to become effective and be binding upon such unknown and unnamed defendants immediately upon the receipt of notice or acquisition of knowledge thereof.

3. That upon the hearing of the application hereby made for a preliminary injunction, a preliminary injunction may be issued against the defendants, their officers, agents, and employees, enjoining them, pending final hearing of this cause, from directly or indirectly carrying out, or taking any action to carry out, said Wage Scale contract in so far as it limits and prescribes the periods of time during which defendant corporations may or shall operate their factories.

4. That upon final hearing of this cause the court order, adjudge, and decree:

That said Wage Scale contract, in so far as it limits and prescribes the periods of time during which defendant corporations may or shall operate their factories, is a contract in restraint of interstate trade in hand-blown window glass and violates section 1 of the act of Congress approved July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies;" and [fol. 17] That said defendants and each of them, and their officers, agents, and employees, be perpetually enjoined from directly or indirectly carrying out, or taking any action to carry out, said Wage Scale contract in so far as it limits and prescribes the periods of time during which defendant corporations may or shall operate their factories, and from entering into or carrying out any other contract or agreement of like character and purpose.

5. That petitioner have such other, further, and general relief as the nature of the case may require and the court may deem just and proper in the premises.

United States of America, By E. S. Wertz, United States Attorney for the Northern District of Ohio. H. M. Daugherty, Attorney General. Augustus T. Seymour, Assistant to the Attorney General. Gerard J. Pilliod, Assistant United States Attorney for the Northern District of Ohio. James A. Fowler, Roger Shale, Special Assistants to the Attorney General.

[fol. 18]

AFFIDAVIT

UNITED STATES OF AMERICA,
Northern District of Ohio, Eastern Division, ss:

Roger Shale, being duly sworn, deposes and says that he is a special assistant to the Attorney General of the United States, at the Department of Justice, Washington, D. C.; that he has read the foregoing petition and knows the contents thereof; and that the allegations made therein are true to the best of his knowledge, information, and belief.

Deponent further says that by direction of the Attorney General of the United States application is made on behalf of the United States for a temporary restraining order, restraining the defendants from carrying out or taking any action to carry out the Wage Scale contract described in the foregoing petition in so far as said Wage Scale contract limits and prescribes the periods of time during which defendant corporations engaged in the manufacture of hand-blown window glass may or shall operate their factories, for the following reasons:

- a. That said Wage Scale contract has been and is being carried out.
- b. That the carrying out of said Wage Scale contract is preventing competition in the manufacture of hand-blown window glass as to quantities produced and constitutes a restraint of interstate trade in violation of the act of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies."
- c. That the hand-blown window glass manufacturers now having [fol. 19] factories in operation will be required to shut down on January 27, 1923, and that the many workmen now employed therein are now seeking or shortly will be needlessly forced to seek employment elsewhere; whereas many of said manufacturers desire to continue to operate their factories and retain the services of said employees.
- d. That a meeting of the Executive Board of the National Window Glass Workers is scheduled to be held in Cleveland, Ohio, on Saturday, January 6, 1923, at which action will be taken to further carry out said Wage Scale contract in so far as it limits and prescribes the periods of time during which defendant corporations engaged in the manufacture of hand-blown window glass may or shall operate their factories, unless the members of said Executive Board are restrained from taking such action.
- e. That the necessity for seeking a temporary restraining order did not become apparent to the applicant until January 3, 1923, and that immediate and irreparable further injury will result to the people of the United States and certain of the defendants before notice can be served on the defendants and a hearing had thereon in the regular course of business.

Roger Shale.

Subscribed to in my presence and sworn to before me, this
5th day of January, 1923, in the city of Cleveland, in the
Northern District of Ohio. Elsie L. Platz, Notary Public.
My commission expires August 18, 1925.

[fol. 20] IN UNITED STATES DISTRICT COURT

[Title omitted]

TEMPORARY RESTRAINING ORDER ENTERED JANUARY 5, 1923, BY
JOHN M. KILLITS, JUDGE

On this fifth day of January, 1923, application was made by the United States of America through E. S. Wertz, its attorney for the Northern District of Ohio, Gerard J. Pilliod, Assistant United States attorney for the Northern District of Ohio, and Roger Shale, special assistant to the Attorney General of the United States, acting under the direction of the Attorney General of the United States, for a temporary restraining order of the nature and tenor hereinafter described.

From the allegations of the petition and the accompanying affidavit it appears:

That on or about September 16, 1922, Wage Committees representing defendant National Association of Window Glass Manufacturers and defendant National Window Glass Workers entered into a Wage Scale contract pursuant to which approximately one-half of the defendant corporations having factories for the manufacture of hand-blown window glass were granted a Wage Scale contract to [fol. 21] operate a single factory from September 25, 1922, to January 27, 1923, constituting the so-called first period; and the defendant corporations which were not granted a Wage Scale contract to operate during the first period will be granted a Wage Scale contract to operate a single factory from January 29, 1923, to June 11, 1923, constituting the so-called second period, and none of the defendant corporations will be granted a Wage Scale contract and permitted to operate the same factory during both periods.

That it is impracticable, if not impossible, for any manufacturer of hand-blown window glass to undertake to operate his factory unless he is granted and signs a Wage Scale contract.

That said Wage Scale contract in so far as it limits and prescribes the periods of time during which defendant corporations may or shall operate their factories has resulted and is resulting in a substantial curtailment of the production of hand-blown window glass; has suppressed and is suppressing competition as to the quantity of hand-blown window glass produced; and has restrained and is restraining interstate trade and commerce in hand-blown window glass.

That a meeting of the Executive Board of the National Window Glass Workers, in which authority is vested to carry out said Wage Scale contract in so far as it limits and prescribes the periods of time during which hand-blown window glass factories may or shall operate, is scheduled to be held in Cleveland, Ohio, on Saturday, [fol. 22] January 6, 1923, and it is anticipated that action will be taken at that meeting to further carry out said Wage Scale contract.

That unless immediate relief is afforded the hand-blown window glass manufacturers now having factories in operation will be required to shut down on January 27, 1923, and large numbers of workmen now employed in such factories will be needlessly forced to seek employment elsewhere.

That as a result of said Wage Scale contract every hand-blown window glass factory in the United States is forced to remain idle between seven and a half and eight months of the year to the great and irreparable injury of the owners of said factories and the workmen engaged in the industry.

Therefore, because of the great and irreparable injury that is daily being inflicted upon the people of the United States it is, without notice to the defendants, ordered

That said defendants and each of them and their officers, agents, and employees acting in aid of or in conjunction with them, be temporarily enjoined and restrained from directly or indirectly carrying out or taking any action to carry out said Wage Scale contract in so far as it limits and prescribes the periods of time during which defendant corporations may or shall operate their factories.

This temporary restraining order shall take effect as to each of the defendants immediately upon his receiving knowledge thereof, and shall remain in effect until Friday, January 12, 1923, upon [fol. 23] which date at 9.30 a. m., petitioner's application for an injunction pendente lite is set for hearing, and during such additional time as shall hereafter be ordered by the Court.

Issued at Cleveland, Ohio, at 3.30 p. m., Friday, January 5th, 1923.

[File endorsement omitted.]

[fol. 24] IN THE DISTRICT COURT OF THE UNITED STATES OF AMERICA FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

In Equity. No. 817

[Title omitted]

ANSWER OF NATIONAL ASSOCIATION OF WINDOW GLASS MANUFACTURERS—Filed Jan. 19, 1923

Come now the National Association of Window Glass Manufacturers, the officers and directors thereof, the members of the Wage

Committee of said Association, and the corporations engaged in the manufacture of hand-blown window glass, for whom Squire, Sanders & Dempsey, Patterson, Crawford, Miller & Arensberg, and Stetson, Jennings & Russell appear as counsel in this case, and make answer to the bill of complaint filed by the United States of America herein, and for answer allege:

I. Parties

The National Association of Window Glass Manufacturers is a voluntary association of manufacturers of hand-blown window glass, with its headquarters and principal office in Pittsburgh, Pennsylvania, and its officers, directors and the Wage Committee thereof are composed of the individuals as set forth in the bill of complaint. The corporations specified in Group A and Group B of the complaint are engaged in the manufacture of hand-blown window glass, with the exception of Crescent Window Glass Company, Erie Window Glass Company, Fairfield Window Glass Company, Sandusky Glass Manufacturing Company, Superior Glass Products Company, Camp Glass Company, Empire Glass Company, Reliance Window Glass Company and Wilcox Glass Company, which are no longer in business or which have not or do not propose to operate during the 1922-23 fires. The defendants admit that more than fifty per cent of the said corporations are now members of the said National Association of Window Glass Manufacturers.

[fol. 25]

II. Jurisdiction

The defendants admit that substantially all of the hand-blown window glass manufactured in the United States is manufactured by the defendant corporations, but the defendants are without knowledge as to the percentage thereof which is sold and shipped in interstate commerce.

The defendants deny that the wage scale contract, charged in the petition as unlawfully restraining interstate trade and commerce, was consummated in the City of Cleveland, as alleged. Defendants admit, however, that the Manufacturers Wage Committee and the Workers' Wage Committee met in Cleveland, Ohio, on or about September 18, 1922, and agreed upon a wage scale for the ensuing year; that the headquarters and principal office of the defendant National Window Glass Workers are in the City of Cleveland, that the meetings of the Executive Board of the defendant National Window Glass Workers are usually held in Cleveland, and that the defendants Siemer and Reynolds reside and have their offices in the City of Cleveland.

The defendants deny that the carrying out of the said wage scale contract has restrained and is restraining interstate trade and commerce in hand-blown glass, in violation of Section 1 of the Act of Congress approved July 2, 1890, known as the Sherman Anti-Trust Act, or any other act of Congress or of any of the states.

III. The Contract

The defendants admit that more than fifty per cent of the defendant corporations engaged in the manufacture, sale and shipment of hand-blown window glass in the United States belong to the defendant National Association of Window Glass Manufacturers.

The defendants admit that upwards of ninety-five per cent of the defendant hand-blown window glass workers in the United States belong to the defendant National Window Glass Workers.

The defendants admit that each year for a number of years it has been the practice of the National Association of Window Glass Manufacturers, and the National Window Glass Workers, respectively, to appoint or elect wage committees to meet, discuss and agree upon [fol. 26] a wage scale contract for the manufacture of hand-blown window glass for the ensuing year, or for a certain part thereof; the defendants deny, however, that the said wage committees determine the period within which hand-blown window glass factories shall be allowed to operate, and deny that the wage scale contract is enforced against all of the said defendant corporations, regardless of whether they belong to the National Association of Window Glass Manufacturers.

The defendants admit that on or about September 16, 1922, the members of the Manufacturers' Wage Committee and of the Workers' Wage Committee met in the City of Cleveland and entered into a contract, known as the 1922-23 wage scale; and that such wage scale includes, in part, the provisions set forth in the bill of complaint; but the defendants deny that the said meeting was held, or that the said contract was entered into in pursuance of a scheme to limit the activities of all the manufacturers of hand-blown window glass and of all the workmen engaged in that industry to a portion of each year, or for the purpose and with the intent on their part of curtailing production of hand-blown window glass below the quantity which could be and should be manufactured to meet the demands of the trade; on the contrary, the defendants aver that the wage scale contract, instead of curtailing the production of hand-blown window glass, permits and will in fact result in the manufacture of more glass and glass of a better quality than had such wage scale contract not been entered into.

The defendants deny that it was further understood and agreed between defendant members of Manufacturers' Wage Committee and defendant members of Workers' Wage Committee that approximately one-half of the defendant corporations having factories for the manufacture of hand-blown window glass would be granted a wage scale contract to operate a single factory from September 25, 1922, to January 27, 1923, constituting the so-called first period; that such of the defendant corporations as were not granted a wage scale contract to operate during the first period would be granted a wage scale contract to operate a single factory from January 29, 1923, to June [fol. 27] 11, 1923, constituting the so-called second period; and that none of the defendant corporations would be granted a wage scale contract and permitted to operate the same factory during both

periods. The defendants aver, however, that the Manufacturers Wage Committee and the Workers' Wage Committee agreed upon a wage scale for 1922-1923, which wage scale covered both the first and second periods; that such wage scale was on or before September 25, 1922, offered to the manufacturers of hand-blown window glass who proposed to operate in the first period and was accepted by them, but that said wage scale has not yet been offered to nor accepted by the manufacturers of handblown window glass who proposed to operate in the second period; and the defendants further admit that the said wage scale covering the second period of operation will not be offered to those manufacturers of hand-blown window glass who have operated in the first period.

The defendants deny that every defendant corporation to which a wage scale contract is granted is required to sign said wage scale contract, but, on the other hand, aver that every defendant corporation is at entire liberty to accept or to reject the said wage scale contract when offered to it. The defendants admit, however, that the only supply of labor available to the hand blown manufacturer is that of the National Window Glass Workers and is wholly inadequate to permit the continuous and full operation of the hand plants.

The defendants admit that the members of the said labor union, through its Executive Board, have offered their labor to those defendant corporations designated as included within Group A in the bill of complaint, with the exception of Camp Glass Company, Empire Glass Company, Reliance Window Glass Company and Wilcox Glass Company, and said defendant corporations have accepted said offer, but defendants deny that the said wage scale grants, or purports to grant, any authority to operate, but, on the contrary, simply sets forth the conditions under which the manufacturer who accepts and signs such scale may secure the services of labor which is offered to him. The defendants admit that the factories of defendant corporations in Group A are now in operation, with the exceptions noted [fol. 28] above, but the defendants deny that under the terms and provisions of the said wage scale contract they must cease operating on January 27, 1923. Defendants admit that the defendant corporations included within Group B as set forth in the bill of complaint, have remained idle during the first period, and that such corporations will be offered the services of the said labor covering the second period, which commences on January 29, 1923. The defendants are without knowledge as to whether factories included within Group A, now operating, will remain idle for many months.

The defendants deny that the said wage scale contract, in so far as it limits and prescribes the periods of time during which the defendant corporations may or shall operate their factories, or in any other respect whatsoever, has resulted or is resulting in a substantial curtailment of the production of hand-blown window glass, or in any curtailment of such glass whatsoever, or that it has suppressed or is suppressing competition as to the quantity of such hand-blown window glass produced to which the public is entitled, which the law contemplates and which, but for said wage scale contract limiting and prescribing the periods of operation, would exist between said

defendant corporations engaged in the manufacture, sale and shipment of window glass in the United States; but on the contrary, the defendants aver that the quantity of hand-blown window glass produced by the defendant corporations is very substantially increased, to the interest of the consumer and of the public generally, by the system of two-period operation, as is set forth hereinafter; and the defendants deny that said wage scale contract has restrained or is restraining or will restrain interstate trade in hand-blown window glass in violation of the Sherman Act or of any other act whatsoever, either of Congress or of the several States.

The defendants admit that the members of the Workers Executive Board have been carrying out, and unless an injunction issue from this Court prohibiting such action, propose in the future to enter into with divers of the defendants and carry out said wage scale contract, [fol. 29] but defendants deny that the carrying out of said wage scale contract by the members of the Workers Executive Board will injure the public, the corporations engaged in the manufacture of hand-blown glass, or the workmen employed in said industry, either irreparably or otherwise.

By way of further answer to the bill of Complaint herein, defendants allege as follows:

A-1

The manufacture of window glass by the so-called "hand-blown" method is a very old industry. Under this method, a highly skilled workman, called the blower, blows the molten glass into a cylinder about five foot long, which is then "split" and flattened, and the flattened sheet is cut into the various sizes in which window glass is marketed. Originally, all window glass was made by the hand-blown method. Some time about 1903, mechanical devices were invented which permits the manufacture of window glass by a machine process. At the present time there are two processes of making glass by machine, both of which are protected by patents—(1), the process employed by the American Window Glass Company (and certain other manufacturers), whereby a cylinder upwards of 30 feet long is drawn by a mechanical device, and (2), the so-called Libby-Owens method, whereby the molten glass is drawn over rollers in sheets. Then there are now three groups in the window glass industry,—two groups of machine process manufacturers, the American Window Glass Company and certain other companies, and the Libby-Owens Company, and the so-called hand-blown manufacturers. In years past, prior to the advent of the machines, the hand blown manufacturers produced substantially all the window glass consumed in this country. Since the advent of the machine process, the proportion of glass produced by the hand-blown method is decreasing, while that produced by the machine process is increasing.

[fol. 30]

A-2

The window glass industry in many ways is a subsidiary industry. The demand for glass does not depend upon individual consumption,

as in the case of such industries as the hardware industry, the furniture industry or the clothing industry. Approximately 90-95% of the glass produced is used in the construction of new building, and the remaining 5-10% takes care of current breakages. Thus the demand for glass is in a direct ratio with the amount of building construction. Unlike most other industries, a material reduction in the price of glass will not stimulate a substantial increase in consumption, for beyond the point where glass is needed in building there is no market for glass at any price. A manufacturer of window glass must therefore very shrewdly estimate the probable consumption, or he will find that at the end of his fire he has on hand a surplus of glass which he cannot dispose of.

A-3

The hand-blown manufacturer, although the pioneer in the window glass industry, is now relatively feeble when compared with his machine-made competitors. The machine companies, the American Window Glass Company, the Interstate Glass Company, The Libby-Owens Company and the Pittsburgh Plate Glass Company are strong concerns with a large amount of invested and working capital and with strong financial resources. The hand plants are small individual concerns, in reality carried on by individuals under corporate forms, many of whom started as laborers in the trade and gradually built up small businesses. The hand-blown manufacturer with the small capital at his command must obtain a very rapid turn-over in order to compete. He cannot afford to carry surplus glass in any large amount. Comparatively, the cost of producing window glass is substantially heavier when made by hand than when made by machine. The machine manufacturers are the dominant factors in the market. It is a continuous struggle on the part of the hand-blown manufacturers to continue in competition with the machine plants, and unless all waste and inefficiency in operation of the hand-blown plant is eliminated, they ultimately will be driven [fol. 31] out. The machine factories all operate under patents.

A-4

The labor employed in blowing glass by hand is very highly skilled labor. The glass blower is the nucleus of the unit or "crew." In addition to the blower the making of glass by the hand method requires three other highly-skilled workmen, known respectively as the gatherer, the flattener and the cutter, the latter not only cutting the glass but also grading it. It requires on an average, at least three years to develop a competent blower and gatherer. The flattener and cutter are less skilled in that they can qualify in a somewhat shorter period, but are nevertheless highly skilled workmen.

A-5

The amount of glass produced by a hand-blown plant is dependent entirely upon the skilled labor available. Without that labor, the

hand-blown plant must shut down. This skilled labor, requiring as it does long apprenticeship, early formed itself into a trade union, which had more of the aspects of the old guild than a modern labor union, mainly in that the members thereof were highly skilled and finely trained artisans and the trade was passed on from father to son. At the present time the only labor available to the manufacturer of hand-blown glass are members of this union. In recent years, the number of blowers and other skilled workmen available for the hand-blown factories has steadily diminished, due to the falling off in apprenticeships, the dying character of the trade and the departure of the workmen into other industries where wages are higher, working conditions are easier and continuous employment is assured.

A-6

In addition to the question of labor, the hand-blown manufacturers must take into consideration two other vital factors. The skilled workers in the hand-blown plants normally will not work during the four hot summer months of June, July, August and September, on account of the severe physical strain caused by the intense heat in and about the furnaces. In the cool weather, the average [fol. 32] temperature in which the gatherer, the blower and the snapper work is about 120° F., while in the hot summer months the temperature would often rise as high as 180° F. Thus the hand plants can operate at the maximum not more than thirty-five to thirty-eight weeks in any one year. To compel the workers, even if willing, to work beyond that period would seriously undermine their health, and would result in a very substantial loss in efficiency. The machine plants, independent as they are of the blower, are not so vitally affected by weather conditions, and do run the year around.

A-7

Fuel is another vital factor in the hand-blown trade. Natural gas is the fuel mainly relied upon. Coal is used in a few factories, but at a much greater cost and at a sacrifice of efficiency. The hand-blown window glass industry has invariably followed and been dependent upon the development of the natural gas fields. Originally, there was plenty of gas available for all at a moderate cost, but in more recent years the price of gas has risen enormously. More serious, however, is the fact that at the present time the supply of natural gas in many localities where the hand plants are located is not sufficient to meet the needs of the community, and under laws in force the private consumer obtains a preference over commercial enterprises where the supply is insufficient for all. It is not uncommon for a hand-blown manufacturer to be compelled to shut down on account of lack of gas. This is particularly true in the late fall and winter when gas is largely in demand for heating and lighting purposes.

A-8

Until the recent European war, the manufacturers of hand-blown window glass have operated in one period, but the extent of the fires has been for many years restricted by such physical limitations as climatic conditions, lack of fuel in certain localities and available labor. The lack of labor and the over-built nature of the industry resulted in the bidding by the several manufacturers against one another for such labor as was available, with the consequent effect [fol. 33] that substantially all of the hand factories, when operating, never were able to operate to full capacity but were largely undermanned and labor was constantly shifting about. This element, and the element of general uncertainty which was occasioned by the steady development of the machine processes, resulted in very inefficient operation, with sudden shut-downs and much uncertainty as to the future. The workman, from standpoint, was never assured steady employment.

A-9

The so-called two-period system of operation first went into effect in January, 1918. This division of the hand-blown plants into two groups occurred as a natural development from the circumstances which confronted the industry in that year. In the fall of 1917 the Wage Committee of the Manufacturers and the Workers met as usual and adopted a Wage Scale calling for a one-period operation beginning December 8, 1917. As many of the factories as could obtain labor and fuel began operations on or shortly after that date. Early in January, 1918, the United States Government, acting under its war-time powers, issued orders regulating the operations of the hand-blown manufacturers. Under these orders the amount of glass which any hand-blown factory was allowed to produce during the ensuing year was restricted to fifty per cent of the amount of glass which that factory had produced in 1916 or in 1917. About the time these orders went into effect many of the hand-blown plants, which had already begun operations, began to find it difficult, if not impossible, to continue to operate on account of the severe weather then prevalent with the resulting gas shortage, the conscription of labor for military service, and other reasons. As the hand-blown plants were restricted in their output by the Government orders, it was immaterial whether they completed their quota at once or later in the spring. The less favorably situated closed down, enabling the others to get all the gas required to run at maximum capacity and to be fully manned with the necessary labor. A great saving was thereby effected. Those which continued to operate operated under a supplemental Wage Scale running to March 16, 1918, while [fol. 34] those operators who had closed down their plants opened up on March 28, 1918, and operated until June 29th, 1918. This was the first demonstration of the effect of two periods of operation with sufficient fuel and a full supply of labor. All labor was fully employed and production costs were decreased as against the one-period plan.

A-10

The two-period system was continued for the 1918-19 fire and since then has become a settled practice in the industry. In view of the conditions heretofore set forth, experience has shown that this method of operation has resulted in (1), a greater amount of glass being produced in any given year than would have been produced under a one-period system; (2) the efficient utilization of all labor; (3), a substantial saving in the expenses of operation; (4), a continuous and orderly production of glass; and (5), increased ability to compete throughout the year with the machine manufacturer.

A-11

In the current year there are available for work in the hand-blown plants the following skilled workmen, and no more:

909	blowers.
912	gatherers.
219	flatteners.
297	cutters.
<hr/> Total	2,337

A glass "crew" consists of not less than one blower, one gatherer, and one snapper per pot, cutters on the basis of one to three blowers, and flatteners on the basis of one to four blowers per pot. The production of glass per pot under the hand-blow method is in direct ratio to the number of blowers (and his "crew") available. The total capacity of the hand-blown plants which have operated or propose to operate during the 1922-23 fire is 1971 pots. If all these plants should operate at the same time, there would thus be a labor shortage of more than fifty per cent. Even under the two-period system, [fol. 35] whereby approximately one-half of the factories operate full blast while the other half are idle, there are not sufficient blowers to man the pots in operation.

A-12

The operating costs of hand-blown plants are substantially as great when such plants are running half-manned as when full-manned, and a severe loss in efficiency results in the operation of hand plants undemanned.

A-13

In view of the skilled labor now available in the hand-blown industry, the amount of glass produced under the two-period system is substantially greater than if a one-period system of operation were in effect, and at less cost per box.

The defendants aver than an abandonment of the two-period plan and a return to the one-period plan would substantially decrease the output of glass by the hand-blown factories in view of the constant labor factor. Experience has shown that under a one-period plan when all the factories are endeavoring to work, the efficiency is far below maximum. This lowered efficiency directly affects the amount of glass produced. If all the factories are working at one time, the manufacturers will be persistently bidding among themselves for labor by offering bonuses in addition to the wages prescribed in the Wage Scale. This competitive bidding draws the man from one factory to another in accordance with the highest bids, with a severe loss in efficiency and a slackening off in their efforts of work.

A return now to the conditions of the industry which existed prior to the war will produce serious disturbances and much confusion, resulting in irreparable loss to the public, the wage-earners and the manufacturers. There are now approximately as many factories [fol. 36] desirous of operating as there were before the war, but there is only one-half the amount of labor available. Continuous employment will give place to intermittent employment resulting from the sudden shutdown of factories prior to the termination of the period, caused either by fuel shortage, lack of finances, or other factors resulting from the labor shortage in the industry. Without steady employment in their own trade and with wages which do not compare favorably with wages now paid in other trades, all incentive to remain in the trade will be removed and the laborers will, even more rapidly than theretofore, drift away into other industries where they may count upon continuous employment with better pay and under more agreeable working conditions. In the event that this situation occurs, and the defendants aver that it is their undoubted belief that such a situation will occur if they are compelled to return to simultaneous operation, blowing glass by hand will within a few years cease to exist, with the result that the total production of glass will be markedly decreased and the consumer will be compelled to look to the machine manufacturers to fill all their needs. Only by exerting the most strenuous efforts toward efficiency and all avoidance of waste is it possible for the defendants to continue to compete with the powerful machine process manufacturers. This the two period plan enables the hand-blown manufacturer to do.

Further answering, the defendants deny each and every averment not herein specifically admitted to be true.

Wherefore, these defendants pray to be hence dismissed, with their reasonable costs.

Patterson, Crawford, Miller & Arenberg, Stetson, Jennings &
Russell, Squire, Sanders & Desmeepey, Attorneys for Defendants.

STATE OF OHIO,
Cuyahoga County, ss:

George A. Schlossstein, being first duly sworn, says that he is Vice President of the National Association of Window Glass Manufacturers, one of the defendants in the above entitled case, and that the admission, denials and averments in the foregoing answer contained are true, as he verily believes.

George A. Schlossstein.

Sworn to and subscribed before me, this 19th day of January, 1923. Frank Harrison, Notary Public. (Seal.)

[fol. 37] IN THE DISTRICT COURT OF THE UNITED STATES OF AMERICA FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

[Title omitted]

ANSWER OF NATIONAL WINDOW GLASS WORKERS—Filed Jan. 19, 1923

Come now the National Window Glass Workers, the officers and members of the Wage Committee thereof, and the two thousand, or more, members thereof for whom Calfee, Fogg & White and I. L. Broadwin appear as counsel in this case, and make answer to the bill of complaint filed by the United States of America, herein, and for answer allege:

1. Parties

The National Window Glass Workers is a voluntary organization of Workmen engaged in the handblown window glass industry, having its headquarters and principal office in the Ulmer Building, Cleveland, Ohio, and its officers and the Wage Committee thereof are composed of the individuals set forth in the bill of complaint.

The corporations specified in Group A and Group B of the complaint are engaged in the manufacture of handblown window glass, with the exception of Crescent Window Glass Company, Erie Window Glass Company, Fairfield Window Glass Company, Sandusky Window Glass Company, Superior Glass Products Company, Empire Glass Company, and Wilcox Glass Company, which are no longer in business or do not purpose to operate during the 1922-1923 fires.

II. Jurisdiction

The defendants admit that substantially all of the handblown window glass manufactured in the United States is manufactured by defendant corporations but are without knowledge as to the percentage thereof which is sold and shipped in interstate commerce.

The defendants deny that the wage scale contract alleged in the petition as unlawfully restraining interstate trade and commerce was consummated in the City of Cleveland. Defendants admit, however, that the headquarters and principal office of the defendant National Window Glass Workers, are in the City of Cleveland, and that the meeting of the Executive Board of the defendant, National Window Glass Workers, are usually held in Cleveland, and that the defendants, Siemer and Reynolds, reside and have their officers in the City of Cleveland.

The defendants deny that the carrying out of the said wage scale has restrained and is restraining interstate trade and commerce in handblown window glass, in violation of Section 1 of the Act of Congress, approved July 2, 1890, known as the Sherman Anti-Trust Act, or any other act of Congress or of any of the states.

III. The Contract

The defendants admit that each year for a number of years it has been the practice of the National Association and The National Window Glass Workers, respectively, to appoint or elect wage committees to meet, discuss, and agree upon a wage scale for the manufacturers of handblown window glass for the ensuing year, or a certain part thereof; the defendants deny, however, that the said wage committee determined the period within which handblown glass factories [fol. 39] shall be allowed to operate, and deny that the wage scale contract is enforced against all or any of the said defendant corporations.

The defendants admit that on or about September 18, 1922, the members of the Manufacturers' Wage Committee and of the Workers' Wage Committee met in the City of Cleveland and entered into the 1922-23 wage scale; that such wage scale includes, in part, the provisions set forth in the bill of complaint, but the defendants deny that the said meeting was held, or that the said contract was entered into in pursuance of a scheme to limit the activities of all the manufacturers of handblown window glass and of all the workmen engaged in that industry to a portion of each year, or for the purpose and with the intent on their part of curtailing production of handblown window glass below the quantity which could be and should be manufactured to meet the demands of the trade; on the contrary, the defendants aver that the wage scale, instead of curtaining the production of handblown window glass, permitted the manufacturers of handblown glass to manufacture more glass than would have been manufactured had such wage scale not been entered into.

The defendants admit that the members of the Manufacturers' Wage Committee and the members of the Workers' Wage Committee understood and agreed that the defendant corporations having factories for the manufacture of handblown window glass would be divided approximately into two periods and that certain of such defendant corporations would operate during the first period and others during the second period, it resting largely with the individual cor-

porations as to whether it wished to operate during the first period or the second period, except that, where there were two or more factories [fol. 40] in the same community, substantially half of such factories would operate during the first period and the other half during the second period.

The defendants deny that the Manufacturers' Wage Committee and the Workers' Wage Committee agreed that none of said defendant corporations would be granted a wage scale contract and permitted to operate the same factory during both periods. The defendants aver, however, that the Manufacturers' Wage Committee and the Workers' Wage Committee agreed among themselves upon a wage scale for 1922-23, which wage scale covered both the first and second periods; that such wage scale was on or before September 25, 1922, offered to the manufacturers of handblown window glass in the first period and was accepted and agreed upon by them, but that said wage scale has not yet been offered to or accepted by the manufacturers of hand-blown window glass in the second period; and the defendants further admit that the said Wage Committees do not purpose to offer the said Wage Scale covering the second period of operation to those manufacturers of handblown window glass who have operated in the first period.

The defendants deny that every defendant corporation to which a wage scale contract is granted is required to sign said wage scale contract, but, on the other hand, aver that every defendant corporation is at entire liberty to accept or to reject the said wage scale contract when offered to it. The defendants admit, however, that the only supply of labor available to the handblown manufacturers belongs to the defendant, National Window Glass Workers, and is wholly inadequate to permit the continuance and full operation of all the hand plants at one time.

The members of the defendant labor unions have offered their labor to those defendant corporations designated as included within [fol. 41] Group A in the bill of complaint, but defendants deny that the said wage scale grants, or purports to grant, any authority to operate, but, on the contrary, simply sets forth the conditions under which the manufacturer who accepts and signs such scale may employ said labor during the period covered by the said scale. Defendants admit that the defendant corporations included within Group B, as set forth in the bill of complaint, have remained idle during the first period, and that the Workers' Wage Committee purposed to offer to such corporations a wage scale contract under which they may operate during the second period, commencing on January 29, 1923, but defendants deny that the factories of the defendant corporations in Group A, in operation prior to that time, must cease operation under the terms and provisions of said wage scale contract, on January 27, 1923, or any other date, and have no knowledge that the factories included within Group A, now operating, will remain idle during the second period. The defendants deny that the said wage scale contract will in any way, shape, or manner restrict the activities or operation of any manufacturer of handblown window glass.

The defendants deny that the said wage scale contract has resulted and is resulting in a substantial curtailment of the production of handblown window glass, or in any curtailment of such production of glass whatsoever, or that it has suppressed or is suppressing competition as to the quantity of such handblown window glass produced, to which the public is entitled, which the law contemplated and which, but for said wage scale contract, would exist between said defendant corporations engaged in the manufacture, sale, and shipment of window glass in the United States, but, on [fol. 42] the contrary, the defendants aver that, pursuant to said wage scale contract, the quantity of handblown window glass produced and to be produced by the defendant corporations is very substantially increased, to the interest of the consumer and of the public generally, by the system of two-period operation, as is set forth hereinafter; and the defendants deny that said wage scale contract has restrained or is restraining or will restrain interstate trade in handblown window glass, in violation of the Sherman Act, or of any act whatsoever, either of Congress or of the several states.

The defendants admit that the members of the Workers' Executive Board have been carrying out, and, unless an injunction may issue from this court prohibiting such action, purpose in the future to carry out, said wage scale, but defendants deny that the carrying out of said wage scale by the members of the Workers' Executive Board will injure the public, the corporations engaged in the manufacture of handblown glass, and the workers employed in said industry, either irreparably or in any other degree.

By way of further answer to the bill of complaint herein, defendants allege as follows:

The defendant, National Window Glass Workers, and its predecessor, Local Assembly Number 300 of the Knights of Labor, which was organized in 1872, have been in continuous existence since that time as a labor organization, providing the skilled labor employed in the production of window glass by the hand method. Its membership consists of the four skilled trades known as blowers, gatherers, flatteners and cutters.

The proper manning of a glass factory requires about three blowers and gatherers to one cutter and flattener. All four of these trades [fol. 43] have to be highly skilled. The blower, however, is the key to this method of window glass making, requires the greatest degree of skill and calls for greater physical strain than the other trades. The period of apprenticeship required to develop a fairly competent blower is three years. The other three trades also require a very high degree of skill and take long apprenticeships for those who engage in them to qualify. From 1904 to December 2nd, 1922, 3,676 apprenticeships were granted. Of this number only 1,290 stayed in the industry and qualified and 2,386 did not complete their period of training and dropped out.

The cutter, who contributes the last step in the process of manufacture, not only cuts the glass into suitable sizes, but also does the grading.

From the beginning of the industry, the labor in the four trades has been paid and now is being paid entirely on the piece work basis and it receives payment for so much of the glass handled by each of them as actually survives the entire process of manufacture and goes safely through the final process of cutting and grading so that no matter how much glass the blower may blow or the flattener may flatten, if it is broken or otherwise spoiled before reaching the cutter or while being cut, they receive not a cent in payment for their work.

For some time prior to 1872, and through the intervening years down to and including the present, wage scales were agreed upon and established yearly, and at times at more frequent intervals between the employer and the four skilled trades.

Intense heat prevails and must be maintained throughout the actual process of gathering, blowing and flattening window glass. [fol. 44] This makes efficient operation of a glass factory during the months of June, July, August and September almost impossible and where the heat of Summer sets in earlier or lasts longer, the men leave their work in May and refuse to resume until October or November.

Originally, window glass factories were located largely in New Jersey, but with the discovery and development of coal and natural gas fields in Pennsylvania, Ohio, West Virginia, Indiana, Kansas and Louisiana, factories were abandoned and new ones established where such fuel could be secured at a minimum cost. The workers, however, having settled down where such plants had been located, were unwilling to abandon the homes they had established, where their children had been born and were attending school, so that more and more members of the skilled trades left their homes to work at the nearest factories and return as soon as the warm weather set in.

Until the recent European war, the manufacturers of handblown window glass have operated in one period, but the extent of the fires has been for many years restricted by such physical limitations as climatic conditions, lack of fuel in certain localities and available labor. Wage scales were then in effect and the lack of labor and the over-built nature of the industry resulted in the bidding by the several manufacturers against one another for such labor as was available, with the consequent effect that substantially all of the hand factories, when operating, were unable to operate to full capacity but were largely undermanned and labor was constantly shifting about. This element, and the element of general uncertainty which followed the advent on the market of the machine made product, resulted in [fol. 45] a very inefficient operation, with sudden shut-downs and much uncertainty as to the future. The workman, from his standpoint, was never assured steady employment.

The so-called two-period system of operation first went into effect in January, 1918. This division of the hand-blown plants into two groups occurred as a natural development from the circumstances which confronted the industry in that year. In the fall of 1917 the Wage Committee of the Manufacturers and the Workers met as usual and adopted a Wage Scale calling for a one-period operation beginning December 8, 1917. As many of the factories as could obtain labor and fuel began operations on or shortly after that date.

*Minnesota State Library
St. Paul, Minn.*

Early in January, 1918, the United States Government, acting under its war-time powers, issued orders regulating the operations of the hand-blown manufacturers. Under these orders the amount of glass which any hand-blown factory was allowed to produce during the ensuing year was restricted to fifty percent of the amount of glass which that factory had produced in 1916 or 1917. About the time these orders went into effect many of the hand-blown plants, which had already begun operations, began to find it difficult, if not impossible, to continue, on account of the severe weather then prevalent, with the resulting gas shortage, the conscription of labor for military service, and other reasons. As the hand-blown plants were restricted in their output by the Government orders, it was immaterial whether they completed their quota allowed by the Government at once or later in the spring. Under these circumstances certain of the plants which were less favorably situated closed down, thereby enabling the [fol. 46] others to get all the gas required to run at maximum capacity and to be fully manned with the necessary labor. A great saving was thereby effected. Those which continued to operate operated under a supplemental Wage Scale running to March 16, 1918, while those operators who had closed down their plants opened up on March 23, 1918, and operated until June 29, 1918. In this way, for the first time, every manufacturer while operating was enabled to obtain a full supply of labor and sufficient natural gas to run his plant, and so could operate continuously at full capacity. This assured to the laborer a continuous employment throughout the working periods, which he had never been able to obtain in the years past.

The two-period system, instituted as it was by the force of circumstances brought on by the war, proved itself so successful, first, in assuring to the laborer a continuous employment throughout the working periods, and, second, in economizing fuel and enabling each plant to be manned by a full labor force while operating, that the system was continued for the 1918-19 working year, and since then has become an established practice in the industry. Subsequent experience has shown that in view of the conditions now facing the industry, this method of operation results in (1) continuous employment throughout working periods; (2) a greater amount of glass being produced in any given year than under the one-period system; (3) a greater efficiency in operation, in that all available labor is used to the very best advantage; (4) a substantial saving in the expense of operation, and (5) a continuous and orderly production of glass, which adds to the ability of the hand-blown manufacturers to compete throughout the year with the machine product and thus serve the consuming public.

[fol. 47] In a hand-blown plant the amount of glass which can be produced depends directly upon the number of blowers and other skilled workers available. In the current year there are in all sixty-five hand-blown plants prepared to operate; these have a pottage capacity of 2,229. To properly man this pottage capacity requires 5,758 men, whereas there are only available 2,387 men in the entire industry; this number was less by 262 men than the number required to completely man the twenty-eight plants which were in

operation during the first period, terminating January 23, 1923, under the two-period system. If all these plants should operate at the same time, there would thus be a labor shortage of more than fifty per cent, and even under the two-period system, whereby approximately one-half of the factories operate full blast, while the other half are idle, there are not sufficient blowers to man the pots.

A return now to the conditions of the industry which existed prior to the war would produce serious disturbance and much confusion, resulting in irreparable loss to the public, the wage-earners and the manufacturers. There are now approximately as many factories desirous of operating as there were before the war, but there is only one-half the amount of labor available now as was then available. Continuous employment, the desire of the laborer, will give place to intermittent employment caused by the sudden shut-down of factories prior to the termination of the period, caused either by fuel shortage, lack of finances, or other factors resulting from the labor shortage in the industry. Without steady employment in their own trade, and with wages which do not compare favorably with wages now paid in other trades, all incentive to remain in the trade [fol. 48] will be removed and the laborers will tend, even more rapidly than heretofore, to drift away into other industries where they may count upon continuous employment with better pay and under more agreeable working conditions. In the event that this situation occurs, and the defendants aver that it is their undoubted belief that such a situation will occur if they are compelled to return to simultaneous operation, blowing glass by hand will within a few years cease to exist, with the result that the total production of glass will be markedly decreased and the consumer will be compelled to look to the machine manufacturers to fill all their needs, who, by virtue, of the patents under which they operate, will then exercise a monopoly which is beyond the law. Only by exerting the most strenuous efforts toward efficiency and all avoidance of waste is it possible for the defendants to continue to compete with the powerful machine process manufacturers. This the two-period plan enables the hand-blown manufacturer to do. If he is compelled to give up this two-period system and resort to the one-period fire, he must ultimately withdraw, and leave the field entirely to the machine manufacturer.

The growing realization on the part of the men that the machine-made glass will steadily encroach upon the product of their industry and eliminate the hand plants, the lack of assured employment in the hand factories unless the two-period plan is retained, long periods of unemployment in the past, the more attractive wages paid in other industries, have combined to cause many members of these skilled trades to enter into other industries. The result is that it is absolutely and utterly impossible to fully man more than [fol. 49] one-half of the hand factories with their necessary complements of blowers, gatherers, flatteners, and cutters.

Although the wage scale is agreed upon between the defendant National Window Glass Workers and the defendant National Asso-

ciation of Window Glass Manufacturers through their respective Wage Committees, the wage scale thereafter is offered without any reservation or limitation and without any discrimination to all manufacturers of window glass by the hand method, and no such manufacturer of window glass need associate himself with said Association in order to receive from the workers precisely the same wage scale and treatment as are accorded to members of said Association. The acceptance of the wage scale by any manufacturer does not obligate him to operate during the whole, or any part of the period; he is free to either commence operations or to refrain from operating his factory, and having commenced operations under the scale he is not obliged to continue operations and may cease at any time; the result of the wage scale and the two-period system therein provided is to afford to the workers continuous employment throughout the working year.

As a result of the wage scale and the two-period system, the manufacture of window glass by the hand process has been preserved and the four skilled trades, more particularly that of the blower and the gatherer, have been kept alive.

The preservation of the hand industry thus made possible has and will inure to the benefit and advantage of the consuming public, the workers and the manufacturers engaged in said industry.

Further answering, the defendants deny each and every averment not herein specifically admitted to be true.

[fol. 50] Wherefore, these defendants pray to be hence dismissed with their reasonable costs.

Calfee, Fogg & White, I. L. Broadwin, Attorneys for Defendants.

STATE OF OHIO,

Cuyahoga County, ss:

John M. Siemer, being first duly sworn, says that he is the President of the defendant, National Glass Workers, in the above-entitled case, and that the admissions, denials, and averments in the foregoing answer contained are true, as he verily believes.

John M. Siemer.

Sworn to before me and subscribed in my presence this 19th day of January, A. D. 1923. Ema Brown, Notary Public.
(Seal.)

[fol. 51] IN THE DISTRICT COURT OF THE UNITED STATES, NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

[Title omitted]

OPINION—Filed Feb. 2, 1923

WESTENHAVER, *District Judge:*

This suit is brought under favor of Sec. 4 of the Sherman Anti-Trust Law to dissolve and enjoin an agreement and combination in restraint of interstate trade or commerce. The manufacturers of hand-blown window glass, said to comprise substantially all engaged in that industry, are charged with having agreed through their wage committee with a workers' organization, said to comprise all laborers in the hand-blown glass industry, upon a wage scale which, in view of the conditions surrounding the industry and the manner in which the wage agreement is observed and enforced, curtails production of window glass, restricts its distribution in interstate trade, and limits the opportunity of the workers to follow their normal occupation. Upon the filing of this bill, a motion was made for a preliminary injunction. The defendants, having all appeared and answered the hearing of this motion was by agreement converted into a final hearing and the case submitted for a final decree on the merits.

Whether an agreement or combination prohibited by Sec. 1 of the Sherman Anti-trust Law is shown to exist, depends upon the determination of certain disputed propositions; namely, (1) that this [fol. 52] wage agreement with the resulting combination to enforce it, relates only to the production and manufacture of hand-blown window glass and not directly to interstate commerce therein, but, if interstate commerce is affected or restrained thereby, such restraint is so indirect or incidental as not to be within the law; (2) that this wage agreement is a lawful means of carrying out the legitimate objects of a labor organization instituted for purposes of mutual help and is therefore exempt from the provisions of the Sherman Anti-trust Law by Sec. 6 of the Clayton Act, even though it may indirectly and incidentally curtail production or restrict interstate trade in hand-blown window glass; (3) that even if this wage agreement and the resulting combination to enforce it do restrict interstate trade and curtail production of hand-blown window glass, such restrictions are not so unreasonable under all the circumstances of the case as to be illegal and within the law. The Government asserts the contrary of all these contentions and that an illegal agreement and combination is shown directly and necessarily restraining and intending to restrain interstate trade or commerce in hand-blown window glass.

Before considering the law relating to these several propositions, a brief statement of the facts is deemed necessary. The controlling facts are not in dispute. A wage committee acting for and on behalf of the National Association of Window Glass Manufacturers, on or about September 16, 1922, entered into an agreement with a wage

committee acting for and on behalf of the National Association of Window Glass Workers. This Association of Manufacturers comprises substantially all the makers and producers of hand-blown window glass. Their factories are located in various states of the Union, among others, Pennsylvania, West Virginia, Ohio, Indiana, Illinois, Kansas, Oklahoma, Arkansas, and Louisiana. The bulk of their product is sold and shipped in interstate commerce in the usual manner, and in large part through the Johnston Brokerage Company, the [fol. 53] principal office of which is at Pittsburgh, Pa. The National Association of Window Glass Workers comprises all the skilled workmen in the hand-blown window glass industry. This trade is highly skilled. It is undisputed that there are no skilled workmen other than members of this organization, and that no manufacturer who cannot obtain a wage scale from this association can operate his factory or produce hand-blown window glass. This is true not merely because there are no other available workers, but because members of the Workers' Association will not work in any factory which has not been given a wage scale such as was agreed to by the respective wage committees of the two associations.

The wage agreement now in force and agreed upon on or about September 16, 1922, contains the following provision of which the Government complains; namely, "This wage agreement shall be in effect from September 25, 1922, to January 27, 1923, during which period the scale shall be in full force for sixteen weeks or ninety-six working days; and from January 29, 1923, to June 11, 1923, during which time the scale shall be in force for eighteen weeks or one hundred and eight working days." Thus it appears that the factories are required to operate upon what is called a two-period system. The manufacturers are divided into two groups, called Group A and Group B. All are required to sign this wage agreement and must operate subject to the time limitations thus imposed. When this agreement took effect it is said there were sixty-five factories in existence equipped to make hand-blown window glass, but of this number fifty-six only expressed a purpose to operate during the ensuing year. The half classified in Group A having signed the agreement, were in a position to operate during the first period of sixteen weeks, and the other half, after having signed the agreement were in a position to operate during the second period of eighteen weeks. The plan of operation thus contemplated is the one which has been and is being followed.

[fol. 54] No operator is given a wage agreement permitting him to operate during both periods unless he shall have two separate factories and should be willing to operate one only during the first period and close it at the time he opens the other for operation during the second period. No operator having only one plant has been furnished a wage agreement permitting him to operate continuously during both periods. All applications under this agreement and, as the evidence shows, under prior agreements of like nature for permission to operate continuously through two periods, have been denied, except with a few rare exceptions, depending on special circumstances. The testimony shows that a number of applications have been made by

factories operating under the present agreement in the first period, for permission to continue to operate in the second period, and that all of them have been refused. The testimony also shows that in the preceding year under a similar agreement, an operator who desired to equip a second factory so that he might continue production during the second period, was compelled before being given a wage scale, to build an entirely independent factory and not merely an additional furnace and equipment, at a cost of \$75,000.

It must therefore be found that the true purpose and intent of all parties concerned is and has been that one-half of the manufacturers of hand-blown window glass should operate, produce glass, and sell and distribute it only during the first period from September 25, 1922 to January 27, 1923; that they should then close their several plants and keep them idle during the remainder of the year; that the other group should keep their plants idle and out of operation during the first period and that they should then, at the beginning of the second period, open their plants and put them into production from January 29, 1923 to June 11, 1923, at which time they should again close down and keep their plants idle during the remainder of the year. That this result was to be effected by means of the present wage agreement and by the division of the manufacturers into two groups, [fol. 55] neither operating at the same time but only in successive periods, must also be held to be fully established by the evidence.

This organization of the industry into two periods began in the year 1918. The circumstances leading up to this organization bear materially on the intent of the parties in continuing it. The two-period system owes its existence to the restrictions imposed by the United States Government during the war upon non-essential industries in order to conserve fuel and labor. An order was made in the latter part of 1917 limiting the production of hand-blown window glass during 1918 to one-half of that which had been produced in the preceding year. This reduced quantity was agreed upon in conference between representatives of the Manufacturers' and Workers' Associations on the one hand, and the proper authorities of the United States Government on the other. The quantity agreed to as one half the production for the preceding year was 1,263 boxes per shop or pot. At the time this conclusion was arrived at, a number of factories were idle owing to the scarcity of gas and other fuel, resulting from an exceptionally severe winter, and thereupon the factories then idle refrained from resuming operations until the others then in operation had produced their respective quotas. As a result of this enforced restriction of production, it was discovered by the representatives of the workers, if not of the manufacturers, that this two-period system of operation was beneficial and advantageous, and the industry has ever since been operated in this way. Certain reasons are advanced which it is claimed show that production is not diminished nor prices enhanced, and that advantages both to the workers and manufacturers are secured without injury to the public, and these are relied on to show that the agreement and combination is not unreasonable nor illegal. The facts bearing thereon will be stated later.

Certain conclusions must be deduced from the foregoing facts. One-half of the productive capacity of the hand-blown window glass [fol. 56] industry agrees not to operate while the other half is in operation. This being true, the half which is to operate for the first period of sixteen weeks must of necessity limit its total production and sale of hand-blown window glass to that quantity only which can be produced in a period of sixteen weeks. The same is true of factories which agree to operate only during the second period of eighteen weeks. The inherent and necessary result of this method of operation is to curtail production of hand-blown window glass. This is so obvious that testimony to prove it would not strengthen one's conviction. Testimony that it does not so result, would not produce conviction but would suggest that other causes were responsible for the limited production of previous years with which the comparison is made. Another result is that the first group of factories must in sixteen weeks, and the second in eighteen weeks, make enough profit to pay all expenses of operation and yield some return on the capital invested. If this result is not accomplished then obviously all such factories must sooner or later go bankrupt. The inherent and inevitable tendency of this situation is to induce manufacturers to market this limited quantity at a price higher than would otherwise be required if the output were larger. This tendency also is so inevitable that evidence to prove it is not required, and testimony to the contrary would produce no more conviction than would the testimony that a contract to do work at cost plus ten per cent is more economical than competitive bidding between independent contractors.

Another conclusion seems to be inevitable, although vigorously disputed by defendants. Trade or commerce, as well as the manufacture and production of hand-blown window glass must be held to be restrained, and it seems to me that interstate trade or commerce therein is necessarily and directly restrained and competition therein obstructed. As already said, the producing factories are widely distributed in different states; the greater part of each factory's product [fol. 57] has been and ordinarily is sold and shipped in interstate commerce. The larger part of the total product is marketed through the Johnston Brokerage Company with offices in Pittsburgh, Pa. The effects of the agreement and combination, as disclosed by the foregoing facts, affect directly trade throughout the entire country in this necessary product. The necessary and inevitable effect is to restrain directly and not merely incidentally, that interstate trade or commerce. The considerations to the contrary urged by defendants to show that their acts relate directly only to manufacture, will be stated later in connection with the third proposition of law relied on.

1. The facts of this case, as above stated, bring it within the authorities which hold that interstate trade and commerce are unreasonably restrained and do not leave it within those authorities which hold that manufacture only is directly affected, and interstate trade therein affected only so indirectly as not to come within the law. Among the cases supporting this conclusion are the following: Addystone Pipe & Steel Co. v. United States, 175 U. S. 211, 238; Swift v. United

States, 196 U. S. 375; Shawnee Compress Co. v. Anderson, 209 U. S. 428; United States v. Reading, 226 U. S. 326, 367; United States v. Freight Association, 166 U. S. 290, 341; United States v. Joint Traffic Association, 171 U. S. 505; Eastern States Lumber Association v. United States, 234 U. S. 600; Thomsen v. Cayser, 243 U. S. 66, 84; United States v. Patten, 226 U. S. 525, 541; Standard Sanitary Mfg. Co. v. United States, 226 U. S. 20, 49; American Column & Lumber Co. v. United States, 257 U. S. 377, 399.

An extended review of these authorities is unnecessary and would unreasonably prolong this opinion. A re-examination of these cases discloses, it seems to me, a remarkable consistency, both in the principles of law announced and in the class of agreements and combinations which have been denounced. It will be sufficient to quote the [fol. 58] law as stated in a few cases. In American Column & Lumber Co. v. United States, 257 U. S. 377, Mr. Justice Clarke, speaking for the Court, at p. 400, says: "It has been repeatedly held by this court that the purpose of the statute is to maintain free competition in interstate commerce and that any concerted action by any combination of men or corporations to cause, or which in fact does cause, direct and undue restraint of competition in such commerce falls within the condemnation of the act and is unlawful."

"In Northern Securities Co. v. United States, 193 U. S. 197, 337, it is declared that: 'In all the prior cases in this court the Anti-Trust Act has been construed as forbidding any combination which by its necessary operation destroys or restricts free competition among those engaged in interstate commerce; in other words, that to destroy or restrict free competition in interstate commerce was to restrain such commerce.'

"In United States v. Union Pacific R. R. Co., 226 U. S. 61, 87, decided in 1912, long prior to the forming of their combination by the defendants, the law was condensed into this expression: 'To preserve from undue restraint the free action of competition in interstate commerce was the purpose which controlled Congress in enacting this statute, and the courts should construe the law with a view to effecting the object of its enactment.'

"And in Eastern States Retail Lumber Dealers' Association v. United States, 234 U. S. 600, 609, it was said: 'It (the Sherman Act) broadly condemns all combinations and conspiracies which restrain the free and natural flow of trade in the channels of interstate commerce.'

"And again, on p. 618: 'The argument that the course pursued is necessary to the protection of the retail trade and promotive of the public welfare in providing retail facilities is answered by the fact that Congress, with the right to control the field of interstate commerce, has so legislated as to prevent resort to practices which unduly restrain competition or unduly obstruct the free flow of such commodities, and private choice of means must yield to the national authority thus exerted.'

In Thomsen v. Cayser, 243 U. S. 66, Mr. Justice McKenna, delivering the unanimous opinion of the Court and dealing specially with

the so-called rule of reason announced in the Standard Oil and Tobacco Cases, says: "But the cited cases did not overrule prior cases. Indeed, they declare that prior cases, aside from certain expressions in two of them or asserted implications from them, were examples of the rule and show its thorough adequacy to prevent evasions of the policy of the law 'by resort to any disguise or subterfuge of form' or the escape of its prohibitions 'by any indirection.' And we have since declared that it cannot 'be evaded by good motives', the law being 'its own measure of right and wrong, of what it permits or forbids, and the judgment of the courts cannot be set up against it in a supposed accommodation of its policy with the good intention of the parties and, it may be, of some good results.'"

In *National Cotton Oil Co. v. Texas*, 197 U. S. 115, 129 Mr. Justice McKenna again speaking for the Court says of the Sherman Act and kindred statutes: "According to them, competition not combination, should be the law of trade. If there is evil in this it is accepted as less than that which may result from the unification of interest, and the power such unification gives. And that legislatures may so ordain this court has decided."

In *United States v. Union Pacific R. R. Co.*, 226 U. S. 61, the court had under consideration a case of precisely the same nature as the Northern Securities Co. case, and the opinion holding the agreement between the two independent trunk lines of railway was within the law, was unanimous. Attention is directed to Mr. Justice Day's opinion as containing a careful review of the law.

The present case falls clearly within the principles announced in the foregoing cases. An examination of those cases fully supports our conclusion that not only is the restraint here imposed unreasonable [fol. 60] able and illegal, but that the necessary and inevitable effect is unduly to restrain trade and commerce not only within but between the several states of the Union.

Defendants cite certain authorities to support the proposition that the manufacture and production of articles is not interstate trade or commerce even though there may be a present intention to sell and ship them in such trade or commerce. The proposition of law is sound and supported by the authorities cited. Among the cases cited are, *Gable v. Vonnegut Mchly. Co.* (8 C. C. A.) 274 Fed. 68, in which a strike of employees over wage and working conditions was held not directly to affect interstate commerce in the product of the factory, even though some part of it was shipped in interstate commerce; *Hammer v. Dagenhart*, 247 U. S. 251, 272, in which the Child Labor Law forbidding the shipment in interstate commerce of the products of a factory in which children under certain ages were employed was held not to be within the powers conferred on Congress by the interstate commerce clause of the Constitution; *United Mine Workers of America v. Coronado Coal Co.*, decided June 5, 1922 by U. S. Supreme Court, in which it is said that obstructing the operation of a mine by illegal strike methods is not of itself an unreasonable restraint of or interference with interstate commerce notwithstanding some of the coal mined was ordinarily shipped in interstate commerce; *Heisler v. Thomas Collieries Co.*, decided by U. S. Supreme

Court November 27, 1922, in which the Pennsylvania state tax on each ton of anthracite coal mined was held not to be a burden upon interstate commerce, although a large part of the coal was ordinarily shipped beyond the state. The inapplicability of these cases is apparent upon a consideration of the facts above summarized. In this case the wage agreement, and the combination to enforce it, is not merely one to obtain a certain rate of wages or working conditions from an unwilling operator by illegal strike methods. Here the interference with interstate commerce is not merely ancillary and incidental to the execution of that purpose and outside of the real [fol. 61] intent of the parties to the combination. What the parties to this combination agreed to do and have done, has such a direct, material, and substantial effect upon the production, distribution, and price of hand-blown window glass in interstate trade or commerce that an intent to restrain such trade or to curtail and restrict competition therein must be inferred. The parties must be held to have intended the necessary and direct result of their agreement and combination no matter what the motives were which induced them to enter into it. They have purposely and intentionally made an agreement and engaged in a combination which necessarily and directly produces consequences which the statute was designed to prevent, and they must in law be charged with intending those consequences. Such is the usual rule for weighing the acts of parties, even in criminal cases. *Standard Sanitary Mfg. Co. v. United States*, 226 U. S. 20, 49.

2. That Sec. 6 of the Clayton Act does not exempt defendants or any of them from the provisions of the Sherman Anti-Trust Law follows from a number of considerations. Sec. 6 in substance provides that the Anti-Trust laws shall not forbid the existence and operation of labor organizations "instituted for the purposes of mutual help * * * or restrain individual members of such organizations from lawfully carrying out the legitimate objects thereof." I do not deem it necessary to determine what are the purposes of mutual help for which a labor organization may exist, or what are the lawful means, or the legitimate objects which are protected by the section. Some aspects thereof have already been considered by the Supreme Court, and its decisions are sufficient for our present purpose. See *In re Debs*, 158 U. S. 584; *Loewe v. Lawlor*, 208 U. S. 175; *Gompers v. Bucks Stove & Range Co.*, 221 U. S. 418; *Hitchman Coal & Coke Co. v. Mitchell*, 245 U. S. 229; *Duplex Printing Co. v. Deering*, 254 U. S. 443; *United Mine Workers of America v. Coronado Coal Co.*, decided June 5, 1922. Of these cases, the first four were decided prior to the adoption of the Clayton Act, and the other two since; but the authority of the first group was reaffirmed [fol. 62] notwithstanding the adoption of Sec. 6.

All these cases agree that a combination or agreement having for its object and purpose the restraint of or undue interference with interstate trade or commerce is not a legitimate object of a labor organization nor a lawful means of carrying out its objects. If the members of a labor organization, either alone or in combination with

others, enter into such a combination, they are as much subject to the Anti-trust law as any one else, notwithstanding the provisions of Sec. 6. If I am right in my conclusion that the Manufacturers' Association and the Workers' Association have made an agreement or combination the necessary purpose and the inevitable effect of which is to restrain unduly interstate trade or commerce, it follows that the provisions of the Sherman Anti-Trust Law apply. In the present case the Workers' Association have not limited their efforts to negotiating a wage scale or fixing working conditions. They have made themselves parties to an agreement and entered into a combination to enforce it whereby one-half of the factories are to operate for one period while the others remain closed. They have assumed the leading role in thus classifying the factories into two groups. They seem to have assumed the entire burden of enforcing vigorously and relentlessly this two-period method of operation and in preventing all manufacturers from operating otherwise than in this restricted manner. Their activities go much beyond any question of wages or working conditions. Their activities deal with and affect the entire industry, including the sale and distribution in interstate commerce of the product of that industry. Upon principle this case is undistinguishable from *Loewe v. Lawlor and Duplex Printing Co. v. Deering* above cited. It would seem also to be clearly within the principles of *Montague v. Lowry*, 193 U. S. 38, wherein one dealer alone was prevented from obtaining supplies.

3. But it is said that the restraints are reasonable and the Sherman [fol. 63] Anti-Trust law, as construed in the Standard Oil and Tobacco Company cases prohibits only unreasonable restraints. This proposition is supported by invoking certain facts relating to the hand-blown glass industry. These facts in their aspect most favorable to defendants are set forth in their respective answers.

This industry, it is said, is a dying industry; that about the year 1903 machines were invented for blowing window glass, and that the hand-blown glass industry is not capable normally of meeting this competition. It is further said that hand-blown window-glass can be made only by skilled workmen; that a long period of training and apprenticeship is necessary to acquire this skill; that the number of workmen is and has been limited and is diminishing; that there are less than a thousand blowers, members of the Workers' Association, whereas more than two thousand are required to man fully all of the factories; that these conditions, and particularly the foreseeable consequences of the competition of the machine-blown glass factories, make it impossible to procure and train new workers or to keep them in the industry after they are trained. Hence it is urged that it is both reasonable and necessary to divide the factories into two groups and two periods for operation so that each factory may be fully manned for part of the time, thereby preventing disastrous competition between factories for workers and the demoralization to the workers from shifting from factory to factory. As a result it is insisted the total product of hand-blown glass is increased and prices not enhanced, and that the workers have a longer total working period in each year and earn more money.

Defendants' third proposition rests upon these fundamental facts; namely, that there are only half enough workers to man the plants fully, and that workers are not obtainable otherwise than through the workers' organization. That this method of operation drives workers from the industry seems to me to be conclusively shown by the evidence. In May 1922 a vote of the membership was taken upon what is called the Premier Resolution, urging the officers and committees of their association to procure a return to one continuous [fol. 64] period of operation. The reasons stated in that resolution seem self-evident. The vote was two to one in its favor. The question was again submitted to a vote in August 1922 and resulted in four to one in favor of abandonment of the two-period system of operation. The evidence is clear that this method of operations requires a greater or less number of workers to leave their homes and travel from place to place in search of employment, thereby burdening the industry as well as the workers with heavy additional expense. It tends to prevent the workers from establishing a fixed abode convenient to a satisfactory employer, and the effect of this upon workers having a family and friends is too obvious to require proof. It likewise prevents factories favorably situated from building up and holding together a working force ready and willing to work as long as the factory can operate and find a market for its product. It places the least favorably situated and the most wastefully operated factory upon the same plane with the most favorably situated and economically operated factory. As regards the factories themselves, its tendency necessarily is to keep alive factories which have no economic justification for existence and furnishes them a support at the expense of the public and other factories.

It is urged that since 1918 the total production of hand-blown window glass has not been diminished; that the number of weeks' work in each year in which the workers have been able to labor has been increased; that the retail price of window glass has not been enhanced, because that price is really fixed by the American Window Glass Company, a machine-blown glass industry. These contentions depend upon so many considerations that I cannot regard them as proved. On the whole, nothing appears to distinguish the effects of this agreement and combination from the effects upon industry and trade of like agreements in other situations. Nothing appears to indicate a reversal in this situation of the usual laws of trade. [fol. 65] It does not appear that production is not curtailed; that costs are not enhanced; nor that the cost of production is not increased. In these directions the natural tendency is undoubtedly producing its usual effects, even though not as yet plainly evident. It does appear, however, that competition in production and distribution between Group A and Group B factories is suppressed; that the cost of producing glass is increased; and this tends to enhance the price to the consumer; and that opportunity to employees to work and earn wages is limited and restricted.

These considerations alone require that defendants' third proposition be denied. A few words, however, may be added, bearing upon the so-called rule of reason as applied to the Sherman Anti-trust

law. Undue weight, it seems to me, is attached to differences of opinion as to the proper construction of that law to be found in the cases preceding the Standard Oil Company and the American Tobacco Company cases and to the rule then established. These cases do not overrule any previous case, but, on the contrary, Mr. Chief Justice White, in delivering the opinion, expressly approve the results in *United States v. Freight Traffic Association* and *United States v. Joint Traffic Association*, in which those differences of opinion had been most forcibly expressed. On the contrary, the agreements denounced in those two cases were said to be typical examples of the kind forbidden by the construction of the Sherman Anti-Trust law then being pronounced. An examination of the later cases and of the agreements and combinations which have been condemned, shows no relaxation of any of the principles declared in any of the cases previously decided. My examination persuades me that no prior case would have been differently decided had the rule of construction announced in the Standard Oil Company case been adopted originally as the rule. In *Thomsen v. Cayser*, 243 U. S. 66, Mr. Justice McKenna, referring to the Standard Oil Co. and Tobacco Co. cases, says: "But the cited cases did not [fol. 66] overrule prior cases. Indeed, they declare that prior cases, aside from certain expressions in two of them or asserted implications from them, were examples of the rule."

An inspection of the later cases will support Mr. Justice McKenna's statement, and particularly my view that since the Standard Oil Company case the law has been applied at least as rigorously, if not even more so, to condemn agreements and combinations which, by reason of the intent or the inherent nature of the contemplated acts, prejudice the public interest, unduly restricting competition or unduly obstructing the course of trade. See *Nash v. United States*, 229 U. S. 373; *Eastern Retail Lumber Dealers' Association v. United States*, 234 U. S. 800; *Standard Sanitary Mfg. Co. v. United States*, 226 U. S. 20; *Thomsen v. Cayser*, *supra*, and particularly *American Column & Lumber Co. v. United States*, 257 U. S. 377. This last case, I believe the profession will agree, is perhaps the most extreme application of the Anti-Trust law to be found in any Supreme Court decision. The same conclusion follows from the series of price-fixing cases. See *Dr. Miles Medical Co. v. Park & Sons*, 220 U. S. 373; *United States v. A. Schrader's Sons, Inc.*, 252 U. S. 85; *Frey & Son v. Cudahy Packing Co.*, 256 U. S. 208; *Federal Trade Commission v. Beechnut Packing Co.*, 257 U. S. 441, 445. After the decision in *United States v. Colgate*, 250 U. S. 300, some judges of the lower courts, as a result thereof and in view of the provisions of Sec. 2 of the Clayton Act, manifested a disposition to apply a more liberal, if not a more reasonable, rule to resale agreements having for their object the prevention of cut-throat competition and the demoralization of trade. See *United States v. A. Schrader's Sons, Inc.*, 264 Fed. 175; *Beechnut Packing Co. v. Federal Trade Commission*, 264 Fed. 385. The prompt reversal of these cases demonstrated the error of this belief and re-established the uniform rule that price-fixing agreements or combinations had such an inherent and necessary

tendency to suppress competition and enhance prices that no proof of good motives or beneficial results could take them outside of the [vol. 67] Sherman Anti-Trust law or bring them within the reasonable rule of the Standard Oil Company case.

That Chicago Board of Trade v. United States, 246 U. S. 231, relied on by defendants, is not in point, is sufficiently evidenced by Anderson v. United States, 171 U. S. 604, in which a similar regulatory rule of a more drastic nature was held not to be within the law. It is evident that the Supreme Court has never regarded regulatory rules of this nature as within the law. It cannot therefore be regarded as having intended by the later case to declare a rule limiting in any wise the authority of the long line of Anti-Trust cases to which reference has been made.

Upon the merits, the decree must be for the plaintiff. The proper form of decree may be submitted by counsel. As indicated in my observations refusing to continue the restraining order in force, defendants should be given a reasonable time to comply with the decree to be entered. It seems to me that the time intervening prior to the 1st of March will be a reasonable time, and that the terms of the decree, including its injunctive features, should become effective not later than that date.

(Signed) D. C. Westenhaver, Judge. February 2, 1923.

[Vol. 68] IN UNITED STATES DISTRICT COURT

[Title omitted]

FINAL DECREE—Entered April 18th, 1923, by Judge Westenhaver

This cause came on to be heard at this term upon petition and motion for a preliminary injunction and the defendants having appeared and answered it was agreed between the parties to convert the hearing upon said motion into a final hearing; and thereupon testimony was taken, arguments of counsel heard, and the case submitted for a final decree on the merits; and upon consideration thereof it is ordered, adjudged and decreed:

1. That the Wage Scale Contract entered into on or about September 16, 1922, between a Wage Committee representing the National Association of Window Glass Manufacturers and a Wage Committee representing the National Window Glass Workers, and all agreements or understandings independent thereof and collateral thereto, in so far as they limit and prescribe, or have been the means employed to limit and prescribe, the periods of time during which defendant corporations having factories for the manufacture of hand-blown window glass may or shall operate their factories, constitute a contract in restraint of interstate trade and commerce in hand-blown window glass and violates Section 1 of the Act of Congress approved July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies."

2. That the defendants and each of them, and their officers, agents, members and employees, be perpetually enjoined from directly or indirectly carrying out, or taking any action to carry out, said Wage Scale Contract, or any of said agreements or understandings independent thereof and collateral thereto, in so far as they limit and [fol. 69] prescribe, or may be the means employed to limit and prescribe, the periods of time during which defendant corporations having factories for the manufacture of hand-blown window glass may or shall operate their factories, and from entering into or carrying out any other contract or agreement of like character and purpose.

3. That this decree shall become effective as of March 15, 1923.

[fol. 70]

IN UNITED STATES DISTRICT COURT

[Title omitted]

**ORDER APPROVING NARRATIVE FORM OF TESTIMONY—Entered May
28, 1923, by D. C. Westenhaver, Judge**

Now comes the plaintiff and presents to the Court its certain narrative form of testimony taken at the trial of this cause, which, being found by the Court to be true, is allowed, signed and sealed, and is hereby ordered to be filed in this cause.

[fol. 71] **IN THE DISTRICT COURT OF THE UNITED STATES, NORTH
ERN DISTRICT OF OHIO, EASTERN DIVISION**

[Title omitted]

**TRANSCRIPT OF PROCEEDINGS IN NARRATIVE FORM—
Lodged in Clerk's Office May 8, 1923**

Westenhaver, J.

Trial commenced January 22, 1923.

Appearances:

For the Government: Mr. Gerard Pilliod, Assistant U. S. District Attorney, of Cleveland, Ohio; Roger Shale and William R. Benham, Special Assistants to the Attorney General, of Washington, D. C.

For the defendants: Mr. John W. Davis and Mr. M. B. Angel, of Messrs. Stetson, Jennings & Russell, of New York City; Mr. William B. Sanders and Mr. Thomas M. Kirby, of Messrs. Squire, Sanders & Dempsey, of Cleveland; Mr. Thomas Patterson and Mr. James R. Miller, of Pittsburgh, Pa.; Mr. I. L. Broadwin, of New York City; Mr. Pierre White and Mr. Joseph Fogg, of Messrs. Calfee, Fogg & White, of Cleveland.

[fol. 72] PLAINTIFF'S TESTIMONY

Thereupon the Government called as a witness in its behalf THOMAS REYNOLDS, who, being first duly sworn, testified as follows:

Direct examination.

By Mr. Shale:

My name is Thomas Reynolds; address, 1545 Robinwood Avenue, Lakewood.

I am Secretary of the National Window Glass Workers, which has its headquarters and principal offices at 1103 Ulmer Building. I have been Secretary of that organization about six and a half years.

The National Window Glass Workers have an executive board comprised of eight members, two from each trade. The blowers are Jacob Montross and Fred Mayeur, the gatherers are Forest Campbell and Charlie Brigode; the cutters are George Walker and George Becker; and the flatteners are Herman Becker and Emerson Von Senn.

The letter shown me I identify as one taken from the files of my organization and presented to the Government through the grand jury proceedings. This letter was written by Mr. Siemer to the members of the Manufacturers' Wage Committee.

Mr. Shale: The Government offers in evidence, as Exhibit 1, letter dated September 21, 1922, written by the President of the National Window Glass Workers, Mr. John M. Siemer, and addressed to the members of the Manufacturers' Wage Committee.

(Said letter is attached hereto and made a part hereof.)

[fol. 73] PLAINTIFF'S EXHIBIT NO. 1 TO REYNOLDS' TESTIMONY

Sept. 21, 1922.

To the members of the Manufacturers' Wage Committee.

GENTLEMEN:

Enclosed herewith find copy of wage scale and working rules as agreed upon by your committee and the Committee representing the National Window Glass Workers.

The articles specifying the rate of wages to be paid our members were accepted by your Committee, but the matter of adjusting the working rules was left in the hands of the Workers' Committee, and was taken up for consideration by them.

You will note there are several changes, principal among them is the change specifying the amount of stock sheets that are permitted to be set out; the interpretation of this clause is to the effect that six boxes of stock sheets per pot each week, that would mean that during an operating period of fifteen weeks ninety boxes per pot can

be set out, and in addition to this one full week's work can be set out. This I am quite sure meets every requirement in regard to the stock sheet proposition. The basis of payment for stock sheets is changed only when orders are given for work larger than 40 x 60.

You will note the scale states we have returned to the three shift system, this will have a tendency to make sufficient men available to fully man all plants, and there should be no complaint in regard to not obtaining somewhere near maximum production because of not having an ample supply of workmen.

I also wish to call your attention — the fact that the Executive Board has decided to issue a scale in documentary form, and in such manner that plants to whom it is issued for the first period, the time specified in the agreement will only cover the time agreed upon for the first period, and plants to whom it is issued for the second period, the time specified in the agreement will only cover the time agreed upon for the second period. I believe this is necessary in order to safe-guard our interests and also the interests of our employers, who will recognize that stable conditions must be maintained.

[fol. 74] I also believe the removal of limits on sizes of rollers will be of material advantage to most of the companies, inasmuch as it will place all companies on a much more even basis, and will enable a company who has previously only been able to get an average production to raise its average from five to ten per cent, which will be very effective in reducing overhead costs.

I am also enclosing copy of circular letter, that is being sent to our members, giving comments on the recent wage agreement.

I request that you give the enclosed copy of the scale your attention and return same with your signature as promptly as possible so we can give it to the printer.

Very truly yours, — — — , President.

The pamphlet shown me is a copy of the current wage scale agreement referred to in the letter just read.

Mr. Shale: Is there any objection to offering this letter in evidence?

Mr. Broadwin: No objection.

Mr. Shale: The Government offers in evidence, as Exhibit No. 2, the current wage scale agreement. This is rather a lengthy document, and the Government desires to read into the record only the cover and the first two or three paragraphs. The cover reads: "Wage scale of the National Window Glass Workers Effective, Subject to Provisions Within, from September 25, 1922, to January 27, 1923; and from January 29, 1923, to June 11, 1923. Agreed to by the National Window Glass Workers and National Association of Window Glass Manufacturers Wage Committees of Cleveland, Ohio, September 16, 1922." So much for the cover.

Caption "Wage Scale. Copy of Wage Scales Agreed upon by committees representing the Manufacturers' Association and National Window Glass Workers. This wage agreement shall be in

effect from September 25, 1922, to January 27, 1923, during which [fol. 77] period the scale shall be in full force for sixteen weeks, or ninety-six working days. And from January 29, 1923, to June 11, 1923, during which time the scale shall be in full force for eighteen weeks, or one hundred and eight working days. It is agreed by those who recognize this wage scale that glass must be produced from the tank to which this wage scale is assigned. The three-shift system shall be established in all factories."

I know the wage scale agreement was actually signed by the gentlemen whose names appear at the bottom of this printed agreement.

[fol. 76] PLAINTIFF'S EXHIBIT No 3 TO REYNOLDS' TESTIMONY

Companies to Whom Wage Scale will be Issued for First Period Blast of 1922-1923, Plants to Operate 16 Weeks Between Sept. 25, & Jan. 27

	Pots
Quertinmont Glass Co.	Point Marion, Pa.
Alliance Window Glass Co.	Salein, W. Va.
Baker Brothers Glass Co.	Okmulgee, Okla.
Blackford Window Glass Co.	Vincennes, Ind.
Buckeye Window Glass Co.	Columbus, Ohio
Doddridge Window Glass Co.	West Union, W. Va.
Dunkirk Window Glass Co.	S. Charleston, W. Va.
Elk Run Window Glass Co.	Punxsutawney, Pa.
Federated Window Glass Co.	Point Marion, Pa.
Fredonia Window Glass Co.	Fredonia, Kans.
Harding Glass Co., No. 2.	Fort Smith, Ark.
Hermosa Glass Co.	Hermosa Beach, Calif.
Illinois Window Glass Co.	Danville, Ill.
Independent Glass Company.	Sistersville, W. Va.
Jeanette Window Glass Co.	Point Marion, Pa.
Lafayette Window Glass Co.	Clarksburg, W. Va.
LeFlore Window Glass Co.	Poteau, Okla.
National Sash & Door Co.	Independence, Kans.
Norwood Window Glass Co.	Clarksburg, W. Va.
Patterson Glass Co.	Cameron, W. Va.
Premier Window Glass Co.	Pennsboro, W. Va.
Royal Glass Company.	Grafton, W. Va.
Salem Co. Protective Glass Co.	Salem, W. Va.
Sunflower Glass Co.	Sapulpa, Okla.
Torrance Glass Co.	Torrance, Calif.
Twin City Glass Co.	Texarkana, Tex.
Utica Glass Company.	Utica, Ohio
Wichita Falls Glass Co.	Wichita Falls, Tex.

I can identify the slip of paper shown me as a list of companies to whom the wage scale was issued for the first period of 1923 to operate sixteen weeks between September 25th and January 27th, as a list prepared and distributed by the National Window Glass Workers. That is a list which is supposed to operate. These ones scratched out are companies which notified us they would not operate. There are four companies: The Camp Glass Company of Huntington, W. Va.; the Empire Window Glass Company, Shinglehouse, Pa.; the Reliance Window Glass Company of DuBois, Pa.; and the Wilcox Glass Company of Wilcox, Pa. They did not operate. They were supposed to operate during the next period. There was a subsequent addition of the Quertinmont Glass Company. We thought we would not have enough plants in operation to give all our men employment, and we requested that the Quertinmont Window Glass Company [fol. 79] place their plants in operation. They started with five shops, when they should have had twenty-four shops. The plant went in operation with one crew of workmen. I will say that is not very economical. A "Shop" means a blower and a cutter. There should be twenty-four shops; that is, twenty-four blowers and twenty-four cutters. A flattener flattens for four blowers and a cutter cuts for three blowers. I might add to that that in those twenty-eight plants in operation there is just enough men to man about twenty-four and one-third plants. There are twenty-eight there which are actually operating.

(The said list Government's Exhibit 3 was offered in evidence and is attached hereto and made a part hereof.)

I can identify the list shown me as a list of companies to whom the wage scale issued for the second blast of 22-23.

(The said list was offered in evidence, without objection, as Government's Exhibit No. 4. It is attached hereto and made a part hereof.)

[Pl. 78] PLAINTIFF'S EXHIBIT NO. 4 TO REYNOLDS TESTIMONY

*Companies to Whom Wage Scale Will Be Issued for Second Blast of
1922-1923, Plants to Operate 18 Weeks Between Jan. 29 to June
11, 1923*

	Pots
Charleston Window Glass Co.	42
Clarksburg Glass Company	36
Connelly Glass Company	36
Eldred Window Glass Co.	42
Harding Glass Company	48
Hause Window Glass Co.	24
Ideal Window Glass Co.	24
Indiana Window Glass Co.	30
Interstate Window Glass Co. No. 5	60
Jenette Window Glass Co.	30
Liberty Glass Co.	36
C. F. Lutes Glass Co.	36
Marion Glass Co.	42
Masontown Glass Company	42
Model Glass Company	24
Modern Window Glass Co.	36
National Glass Company	42
National Sash & Door Co.	30
Paramount Window Glass Co.	30
Penn Window Glass Co.	36
Premier Window Glass Co., No. 2	36
Reliance Window Glass Co.	30
Roland Glass Company	30
Royal Glass Company	30
J. B. Seely Glass Co.	24
Torrance Window Glass Co.	36
Victory Window Glass Co.	33
Western Window Glass Co.	36
	<hr/>
	Marietta, Ohio
	DuBois, Pa.
	Clarksburg, W. Va.
	Grafton, W. Va.
	Sistersville, W. Va.
	Torrance, Calif.
	Augusta, Kans.
	Lovell, Wyo.

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The first period terminates January 27th and the second period begins January 29th. On the first period list there were twenty-eight plants and on the second period list twenty-eight, two twenty-eights would be fifty-six. There are sixty-five plants to be manned in this country and here is a list of them. As to why only fifty-six are shown on these lists,—if you will look at the first list there, the names I read off, those companies notified us they would not operate the first period. They have also notified us they would not operate [Int. 80] the second period, with the exception of this Camp Company. I am positive there are sixty-five plants in existence. I don't know "will operate"; the others will be idle. There are twenty-eight

plants only in those periods which will operate, but there are sixty-five plants that are in position to operate. There is the list then, and it gives you the names of the plants and where they are located. They will remain idle during both periods, or, at least, if operated, won't be operated by men of our union.

It is customary for the executive board of the National Window Glass Workers to keep minutes of its proceedings, and my duty as Secretary to keep those minutes. It is customary to have these minutes printed.

I identify the four copies of Nos. 170, 171, 177 and 178 as copies of the minutes of the executive board as of the dates shown on the faces thereof: The minutes of the Executive Board meeting held at Cleveland, Ohio, April 1, 1922; minutes of the Executive Board meeting held at Cleveland, Ohio, May 6th, 1922; minutes of the Executive Board meeting at Cleveland, Ohio, November 4th and 5th, 1922; minutes of the Executive Board meeting held at Cleveland, Ohio, December 2d and 3d, 1922.

(Counsel for the Government thereupon offered said minutes in evidence, as Govt. Exhibits 5, 6, 7 & 8, stating he would read into the record only the parts regarded as material.)

Mr. Shane: I will like to direct the attention of the Court to the [fol. 81] following from page 3 of the minutes of April 1, 1922 (Govt. Ex. 5): "The following resolution was read from the Premier Local, Pennsboro, West Virginia, March 19, 1922. To the President and Executive Board. Brothers: We, the members of the Premier Local, Pennsboro, West Virginia, have logical reasons for believing that since the two-period arrangement has been in effect it has been the primary cause of many of our members leaving the board for the following reasons:

1. For a certain time each year more men are forced away from home and families than under the one period, and by that are denied the pleasures, comforts and necessities he has provided for himself and family, and in many instances it has been the direct cause of wrecking and destroying many good homes.
2. The expense made necessary by travel.
3. The expense and unpleasant features in boarding and living out of a suitcase.
4. In case of sickness in the family or yourself, also the worry and expense in connection with same when far away from home, and those who love him and he loves most dearly.
5. The four shifts in some factories is not and it is said cannot be enforced.

We now ask a square deal to all by rising and falling together. United we stand, divided we fall. So it behooves us to rise and fall [fol. 82] together. Therefore we request that the Wage Committee at once get in communication with one another and formulate some

plan to do away with the two-periods and four shifts before meeting with the manufacturers to formulate another wage scale. If it is impossible to get one period we believe, if it is necessary to have two periods, it should be for all factories at one time; then all can return to their loved ones once more and the home and comforts he has provided.

Therefore be it resolved that the Wage Committee use their best efforts to secure the one-period, three shift system at their next Wage Conference." That is signed by Robert P. Swan, W. D. Hunter, James Ashton, J. C. Connell, R. C. Englehart and Thomas Burkett, Chief Preceptor.

(The Government offered in evidence the Constitution and by-laws of the National Window Glass Workers, which was marked Plaintiff's Exhibit 9 and is set forth in full in the exhibits attached hereto.)

We would like to have the record show the full text of the Model Local Resolution on page 4, the National Local Resolution, Cedar Grove, Louisiana, also on page 4, the Liberty Local Resolution number 2, on page 4, and the last paragraph beginning on page 5. It will be observed that all the above resolutions refer to the one-period system of work, and the Executive Board decided to send out the Premier Resolution for a referendum action.

Reading from the minutes of the Executive Board meeting held at Cleveland, May 6th, 1922, Govt. Ex. 6, page 2:

"Following is the tabulated vote cast on the Harding Resolution, which specifies that a convention be held on the Premier Resolution, which specifies that the Wage Committee use their best efforts to secure the one-period and three shift system at the next Wage Conference."

We are not concerned here with the Harding Resolution, so I will read the result only of the ballot on the Premier Resolution, and I will read only the totals instead of the actual vote of each local: For the resolution, 1029. Against the resolution, 528. The minutes show that F. S. Campbell, E. B. Robinson, Herbert Thomas and George W. Berger were the tellers.

Referring to the minutes of the Executive Board meeting at Cleveland, Ohio, November 4th and 5th, 1922, the Government desires to read into the record the following paragraph on page 1 of Exhibit Number 7: "A letter was read from the Buckeye Window Glass Company, Columbus, Ohio, asking that a wage scale be presented to them in order that they might continue in operation during the wood period. On motion this request was refused. Brother Walker, Outer member, wishes to go on record as voting against the motion."

Also the following paragraph immediately below: "A letter was read from Leo Krouse, the president of the Twin City Glass Company, Texarkana, Texas, in which he asks that some arrangement [Vol. 84] be made whereby the Shreveport Company lease the Texarkana plant so that the plant could continue in operation for

two successive periods. Mr. Krouse advises that if an arrangement of this kind can be made, for the blast it will be agreeable to his company to allow the Shreveport Company to operate two successive periods next blast. This request was refused."

From the minutes of the Executive Board, December 2d and 3d, 1922, Government Exhibit Number 8, we desire to read into the record the following paragraph on page 4: "Correspondence that passed between this office and the Buckeye Window Glass Company was referred to Attorney Broadwin, and he advises that the Executive Board acted within its rights in refusing to present our wage scale to the Buckeye Window Glass Company for the next period, as we are duty bound to carry out our agreement with the manufacturers."

We also desire to read from page 4 the following resolution from the Twin City Local of Texarkana, Texas, dated October 29th, 1922, to the officers and members of the National Window Glass Workers:

"Brothers: The members of the Texarkana, Texas, local request that the following resolution be submitted for referendum action: Is it resolved that on and after the passage of this resolution that the president and Wage Committee be authorized to issue to any manufacturer a wage scale to operate from October 1st to May 29th, [fol. 85] 1923-24, and thereafter, and that during this working period the three-shift system be enforced. This resolution was read at a special meeting of the Twin City Local, Texarkana, Texas, on the 29th day of October, 1922, and was approved as read. Signed, Moses J. Bell, chairman, Calvin Wescott, secretary, R. Vogelman, Chief Preceptor."

(Narrative continued:) A ballot has been taken on that resolution. I can't tell just what the vote was, but it carried. I wouldn't say in what proportion it carried.

If we had put that resolution in effect it would be in violation of our September agreement.

Mr. Shale: I also desire to introduce the following from page 5 of the same Exhibit: "A letter was read from Aramis Jaris, Chief Preceptor of the Sunflower local, Sapulpa, Oklahoma, with which he encloses petition signed by the members of that local requesting that a wage scale be given to the Sun Flower Company for the second period in order that it may make the production of the Victory plant of Augusta, Kansas, as that company advises it is not possible to secure a sufficient supply of gas at Augusta.

"A letter was also read from Chief Preceptor Charles Lunney, of Baker local, Okmulgee, Oklahoma, in which he makes the same request. Brother Lunney also advised that it would be more convenient for the members at Okmulgee to have the Sun Flower Com[fol. 86] pany operate during the second period, as it is only one hour's ride from Okmulgee to Sapulpa.

"A letter was read from John J. Scoky, secretary of the Independent Company, Sistersville, West Virginia, requesting that the wage scale be presented to him in order that he may keep the gas tank in operation during the second period as is now in operation.

"A petition signed by the members at Poteau, Oklahoma, was read, in which they request that a scale be presented to the Le Flore Company to operate during the second period. A letter was also read from the Le Flore Company making the same request.

"A letter was read from Lafe B. Rent, Chief Preceptor of the Dunkirk local, Charleston, West Virginia, in which he advises that the Charleston Window Glass Company will not operate during the second period, and he wishes to know if our scale will be presented to the Dunkirk Company to continue in operation through the second period.

"A letter was read from John B. Criner, manager of the Illinois Company, Danville, Illinois, in which he requests that a scale be presented to the Illinois Company to continue in operation during the second period.

"A letter was read from the Royal Window Glass Company, at Grafton, West Virginia, requesting that they be granted a scale to operate the same tank now in operation during the second period. [fol. 99] "All of these requests were thoroughly discussed and the action of the Executive Board in laying the matter on the table covers all cases."

I identify this correspondence as correspondence taken from the files of the National Window Glass Workers produced before the grand jury.

Mr. Shale: This correspondence falls in groups relating to a particular factory, and if there is no objection we will introduce all of the correspondence as one exhibit. The correspondence to and from the Connally Glass Company will be Exhibit Number 10.

[fol. 87] PLAINTIFF'S EXHIBIT No. 10 TO REYNOLDS' TESTIMONY

Connally Glass Co.,
Caney, Kans.

Aug. 28th, 1922.

GENTLEMEN:

We received your message of August 25th which read as follows:
Owing to market conditions having prevented us from operating full period last spring we will operate this fall.

Under date of August 26th I replied by wire as follows:

Message received. Connally Company not on list of plants to get into first operating period. We are so notifying our members.

I am now in receipt of your reply as follows:

We are going to operate our factory on first operating period with your scale. If you intend to refuse us your scale please wire us your reason for doing so.

You will note in my message of August 26th that I did not say the Connelly Company would not be granted a scale for the first period. I stated that the Connelly Company was not on the list of plants to get a scale for the first period. This is because of the fact that the Connelly Company was granted a scale for the second period of last year with the understanding that the second period would be the period in which the Connelly company would be issued a scale in the future. There has been no action taken to change that decision and the Connelly company has made no application for the scale of this organization.

In reply to your message of the 26th, I have wired you as follows:

There has been no application by Connelly Company for scale for first period. Matter would have to be considered by Executive Board Letter following.

Our records will show that a scale was granted to the Connally Company for the second period of last year for the expressed purpose of providing an opportunity of employment for all of our members in the western section of the country and the Connally Company was chosen because its location was such that it would necessitate shorter journeys for our members residing in that section of the country. Inasmuch as the number of pots to which our scale will [fol. 88] be granted in the first period is already larger than the number to which the scale will be granted in the second period, it would be detrimental to the best interests of our membership to grant a scale to an additional plant in the western district for the first period.

For this reason I am quite sure that when this matter is brought to the Attention of the Executive Board—as it will be in view of the fact that you have made application for a scale, the Board will decide that it would be detrimental to the interest of our members to grant a scale to an additional number of pots in that section for the first period, and I have no hesitancy in saying at this time that I will concur in this opinion. To take any other course at this time would be in refutation of the reasons advanced for granting our scale to the additional number of pots last blast.

In all probability the Executive Board will not meet until after the next wage conference, the date of which is very uncertain at the present time. However, I believe matters will clarify themselves to such extent that a meeting will be possible at an early enough date to permit our scale to be placed in effect in time to permit plants to commence operation not later than October 1st.

Very truly yours,

_____, President

S—S.

[fol. 89] *Copy of Western Union Telegram*

Class of service: Telegram, —; Day Letter, —; Night Message,—; Night Letter, —. If no class of service is designated the message will be transmitted as a full-rate telegram.

Aug. 28th, 1922.

Connelly Glass Co.,
Caney, Kans.:

Message received. Connelly Company not on list of plants to get sole first operating period. We are so notifying our members.

J. M. Siemer. Charge Natl. W. G. W.

[fol. 90]

Western Union

Newcomb Carlton, President

George W. E. Atkins, First Vice-President

Western Union Telegram

Class of service, Symbol: Telegram, —; Day Letter, Blue; Night Message, Nite; Night Letter, N. L. If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

Received at Chamber of Commerce Building, Cleveland, Ohio.

27H HH 18.

Caney, Kans., 3.15P. Aug. 25, 1922.

J. M. Siemer,
Pres. Natl. Window Glass Workers Assn., Cleveland, Ohio.:
Owing to market conditions having prevented us from operating
all period last Spring we will operate this Fall.
Connelly Glass Co. 8.35A. Aug. 26.

[fol. 91]

Western Union

Newcomb Carlton, President

George W. E. Atkins, First Vice-President

Western Union Telegram

Class of service, Symbol: Telegram, —; Day Letter, Blue; Night Message, Nite; Night Letter, N. L. If none of these three symbols appear after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

Received at Chamber of Commerce Building, Cleveland Ohio

123H JM 31.

Caney, Kans., 1.25PM. Aug. 26, 1922.

J. M. Zimer,

Pres. Natl. Window Glass Workers Assn., Cleveland, Ohio:

We are going to operate our factory on first operating period with your scale stop if you intend to refuse us your scale please wire me your reason for doing so.

Connelly Glass Co. 8.10PM.

[fol. 92]

Western Union

Newcomb Carlton, President

George W. E. Atkins, First Vice-President

Western Union Telegram

Class of service, Symbol: Telegram, —; Day Letter, Blue; Night Message, Nite; Night Letter, N. L. If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

Received at Chamber of Commerce Building, Cleveland, Ohio.

158H HH 11.

Caney, Kans., 12.55P. Aug. 28, 1922.

J. S. Seimer,

Pres. Natl. Window Glass Workers Assn., Cleveland, Ohio;

Please wire us reply to our telegram of August Twenty-sixth.

Connelly Glass Co. 2.45P.

[fol. 93]

Western Union

Newcomb Carlton, President

George W. E. Atkins, First Vice-President

Western Union Telegram

Class of service, Symbol: Telegram, —; Day Letter, Blue; Night Message, Nite; Night Letter, N. L. If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

Telephone No. ——.

Telephoned to ——.

Time Delivered, ——.

By Fog.

To Be —

Attempts to Deliver, (6.28 P. M. wrong party.)

1022 Aug. 28 PM. 5.30.

Received at 2040 East 9th St., Cleveland. Always Open.

AB448 35.

L. U. D.

Caney, Kans. 28. 3.50P.

J. M. Siemer,

Pres. Natl. Window Glass Workers Assn., Cleveland, Ohio.:

Your telegram today does not answer our telegram of August Twenty-sixth. We want to operate our plant on first period and we want to know if you will grant us your scale wire answer.

Connelly Glass Co.

[d. 94] *Copy of Western Union Telegram*

Class of service: Telegram, —; Day Letter, —; Night Message, —; Night Letter, —. If no class of service is designated the message will be transmitted as a full-rate telegram.

Aug. 29th, 1922.

Connelly Glass Company,

Caney, Kans.:

Am sure our Committee would not give favorable consideration to granting scale your company first period.

J. M. Siemer. Charge Natl. W. G. W.

[d. 95] *Copy of Western Union Telegram*

Class of service: Telegram, —; Day Letter, —; Night Message, —; Night Letter, —. If no class of service is designated the message will be transmitted as a full-rate telegram.

Aug. 28th, 1922.

Connelly Glass Co.,

Caney, Kans.:

There has been no application by Connelly Company for scale first period. Matter would have to be considered by Executive Board. Letter following.

J. M. Siemer. Charge Natl. W. G. W.

[d. 96]

Sept. 18th, 1922.

H. A. Loriaux,

Mgr. Connelly Glass Co.,

Caney, Kans..

Dear Sir:

Your letter of the 16th instant is received in which you express the opinion that there will be several plants that will not avail them-

selves of the opportunity of operating during the first period and requesting that, in the event this is so, consideration be given to granting a scale to your company for the first period.

I wish to say that we have reasonable assurance that 1,089 plants will be placed in operation under our scale during the first period and we believe this will take care of practically all our members on the three shift basis. There will therefore be no reason for issuing a scale to additional plants for the purpose of providing employment for our members. However, I will refer your communication to the Executive Board which I think will meet about Wednesday of this week, and this matter will be given consideration at that time. However, basing my opinion on what information we have as to plants that are agreeable to operating the first period, I do not believe favorable action will be taken on your suggestion. I will inform you of the decision of the Board immediately following adjournment.

Very truly yours, _____, President. 88

[fol. 97] G. W. Connelly, President Chas. Owen, Secretary
 Amour Loriaux, Vice Pres.-Treas.
 The Connelly Glass Company,
 Manufacturers
 Window Glass, Picture Glass,
 Heavy Specialties
 Supreme in Quality and Packing. Natural Gas Tank Process
 Amour Loriaux, General Manager

Caney, Kansas, September 16th, 1922.

Mr. John Seimer,
 Ulmer Bldg.,
 Cleveland, Ohio.

DEAR SIR:

I am of the opinion that no matter what scale will be effected for the coming period if there is any kind of an increase over last year's scale that there will be a number of factories that will not place their plants in operation, especially those who lost money on last year's operation. And again, there are some who will not place their plants in operation owing to the shortage of fuel or inability to get materials on account of the railroad situation.

In the event that there would not be enough of the plants which are listed on the first period to resume operation to employ your entire membership, we would greatly appreciate your granting our company the privilege of operating.

Trusting you will give this matter your thorough consideration and thanking you for anything you can do towards granting us this favor, we remain,

Yours very truly, The Connelly Glass Company. A. Loriaux,
Mgr. AL-t. All agreements are contingent upon strikes,
accidents, delays of carriers and other delays unavoidable
or beyond our control.

[fol. 98]

Sept. 22nd, 1922.

Mr. Armour Loriaux,
Mgr. Connelly Glass Co.,
Caney, Kana.

DEAR SIR:

In accordance with the statement I made in my communication of the 18th instant, I referred your suggestion of September 16th to the Executive Board and, as there is no change in conditions pertaining to the opportunity for employment for our members, the Board decided that it would be impossible to issue our scale to an additional plant in that section at the present time. It is also difficult to induce sufficient of our members to go to the expense of going so far from home in order to secure employment, and for these reasons the Board does not feel justified in granting your request at this time.

I trust all our members residing in Caney will be able to secure employment without the necessity of going any great distance from home and with kindest regards, I am

Very truly yours, — — — — — President. S.S.

Telegram dated August 25th, 1922, from Connelly Glass Company to Caney, Kansas, to J. M. Siemer, president National Window Glass Association, Cleveland, Ohio, read in evidence.

Telegram dated August 26th, 1922, from the Connelly Glass Company to J. M. Siemer, president, read in evidence.

Letter of August 28th, 1922, from President Siemer read in evidence.

Telegram under date of August 28th, 1922, from Mr. Siemer to the Connelly Company read in evidence.

Telegram under date of August 28th, 1922, from the Connelly Company to Mr. Siemer read in evidence.

Telegram under date of August 29th, 1922, from J. M. Siemer to the Connelly Company, read in evidence.

[fol. 107] Letter under date of September 18th, 1922, from the Connelly Glass Company to John Siemer, read in evidence.

Letter under date of September 18th from the president of the National Window Glass Workers to the Connelly Glass Company read in evidence.

Letter under date of September 22d, 1922, from Mr. Seimer to Connelly Glass Company read in evidence.

(The said Government's Exhibit Number 10, including the letter and telegrams above read in evidence, is attached hereto and made a part hereof.)

Mr. Shale: The Government offers as Exhibit Number 11 the correspondence between the National Window Glass Workers and the Royal Window Glass Company of Grafton, West Virginia.

[fol. 100] PLAINTIFF'S EXHIBIT No. 11 TO REYNOLD'S TESTIMONY

Oct. 9th, 1922.

Royal Window Glass Co.
Grafton, W. Va.

GENTLEMEN:

Your communication of the 5th instant was referred to the Executive Board and after giving the matter thorough consideration, that body decided that it would not be advisable to announce at this time that a scale would be presented to the same tank for the second period as is operative under it in the first period, because, if an action of this kind were taken, numerous requests of this nature would follow which would result in claims being made that partiality was shown. For this reason the Board decided not to give favorable consideration to your request.

We understand that the railroad situation is clarifying to such an extent that it would be possible to secure material at this time to make whatever repairs are necessary to place the 30 blower tank in operation at the beginning of the time specified in the second period, and we trust we are correct in this and that the material will be secured.

Very truly yours, — — — — —, President. S.A.

[fol. 101] All agreements contingent upon strikes, car supply, accidents and other causes beyond our control.

Quotations subject to change without notice.

Royal Window Glass Company,
Manufacturers of High-grade Window Glass
Hand Made Glass, Natural Gas Fuel

Grafton, West Virginia, Oct. 5, 1922.

J. M. Seimer,
President National Window Glass Workers,
Cleveland, Ohio.

DEAR SIR:

We had planned to build a new stack and do considerable other work here at our 30 pot factory this summer but owing to our inability to get in material on account of the long Rail Road tieup here

w had to abandon this work for the present. Our 24 pot factory which we will operate this period is new and in excellent condition and under the circumstances we would like to operate this factory both periods, letting the old factory remain idle until next year.

We would have time enough between periods to set blocks and go right ahead with the same men.

This would also give us plenty of time and good weather to build new stack and do other necessary work at 30 pot factory.

I mentioned this to Mr. Smith our wage committeeman and he could raise no objection, and asked me to submit it for your approval. I hope you can see your way clear to give this matter your favorable consideration and assure you it will be helpful to all parties concerned here.

Yours very truly, W. G. Hammond, Genl. Mgr.

[sl. 102]

Nov. 15th, 1922.

Wm. G. Hammond,
Gen. Mgr. Royal Window Glass Co.,
Grafton, W. Va.

Dear Sir:

Your communication of the 13th instant is received in which you inform us that you expect to operate your number 2 factory of 24 pots the next period. I also note you state you would be glad to operate your 30 pot factory in the second period but a new stack is needed at this factory.

In regards to this matter, if my memory serves me right, you made a request of this Association for a scale for the plant you are now operating for the second period. The matter was brought to the attention of the Executive Board and that body decided that this request could not be granted and reasons were given at that time for the refusal. The reasons that were given at that time are applicable at this time and I believe it advisable to advise you that I do not believe there are, or will be sufficient reasons advanced as to why the Executive Board should alter its position in this matter.

We are expecting to issue a scale to you for the 30 pot plant; that is, the plant that is not now in operation, and I trust there will be no misunderstanding in regards to this matter. This is in accordance with the policy that has been outlined and which of necessity must be carried out, at least for the present year for which a wage scale has been agreed upon by the joint committees representing the manufacturers and workers.

I note what you say with reference to the 30 pot plant needing a new stack and that it is undesirable to build a brick stack in cold weather, etc. However, I am quite sure this is not a new discovery and if a stack is really needed for the other plant, it was known early enough not to have necessitated its being built in cold weather. But it is not an impossibility to build a stack in cold weather and, although it may be undesirable, it is quite frequently done. In

order that there will be no misunderstanding in regards to this [fol. 103] matter I am quite sure I can state definitely at this time that there will be no scale issued for the second period to any tank to which a scale has been issued for the first period. To do so would not be in accordance with the true spirit of the wage agreement that has been placed in effect for the blast of 1922-23.

Very truly yours, — — —, President. S.M.

[fol. 104.] All agreements contingent upon strikes, car supply, accidents and other causes beyond our control.

Quotations subject to change without notice.

Royal Window Glass Company,
Manufacturers of High-grade Window Glass
Hand Made Glass, Natural Gas Fuel

Grafton, West Virginia, November 13, 1922.

J. M. Siemer,
President National Window Glass Workers,
Cleveland, Ohio.

DEAR SIR:

We have your favor of the 9th and would advise we expect to operate our No. 2 factory 24 pots for the next period, and you may advise your membership accordingly. We would have been glad enough to have operated our 80 pot factory on the second period but we need a new stack at this factory and it is so undesirable to build a brick stack in cold weather we have deferred building it until next summer.

You may count on us for 24 pots for the coming period.

Yours very truly, Wm. G. Hammond, Genl. Mgr.

[fol. 105]

Nov. 23, 1922.

Royal Window Glass Company,
Grafton, W. Va.

GENTLEMEN:

We have your letter of the 17th instant addressed to President Siemer. I wish to state that he is now visiting the locals in the South-west and will not return to the office until the latter part of next week.

However, I wish to state the request you have made of the Organization cannot be granted, we have had seven similar requests from other companies, and if we granted one of these requests we would have to grant them all and besides it would be breaking faith with the Manufacturers' Committee to make concessions of this kind.

If your company is in favor of the one period method of operation, I think it would be advisable to take the matter up with the Manufacturers' Committee as the manufacturers elect them to settle wages and make working rules.

Your letter will be referred to President Siemer upon his return to the office.

Very truly yours, ———, Secretary. g

[M. 108] All agreements contingent upon strikes, car supply, accidents and other causes beyond our control.

Quotations subject to change without notice.

Royal Window Glass Company,
Manufacturers of High-grade Window Glass
Hand Made Glass, Natural Gas Fuel

Grafton, West Virginia, Nov. 17, 1922.

Mr. J. M. Siemer,
President National Window Glass Workers,
Cleveland, Ohio.

Dear Sir:

We are in receipt of your favor of the 15th and are very much surprised that you are not willing to give us consideration in the matter of which one of the factories we operate here the coming blast.

We do not believe you quite understand our problems here the coming winter or otherwise you would look at it different. We would be glad to have you come here and go over this situation with us in the very near future and we will try to reach a conclusion one way or other as it is our earnest desire to get along peaceably if there is any way possible open to do so.

We would be very glad to have you come down, however if you cannot come we will be glad to send a representative to see you and explain the situation here as it happens to affect this winter's operations.

Yours very truly, Wm. G. Hammond, Genl. Mgr.

Letter under date of October 26th, 1922, from W. C. Hammond, general manager, Royal Window Glass Company, to J. M. Siemer, president National Window Glass Workers Association, Cleveland, Ohio, read in evidence.

Letter under date of October 9th, 1922, from the president of the Workers Organization to the Royal Window Glass Company, read in evidence.

Letter under date of November 13th, 1922, from Mr. Hammond, general manager of the Royal Window Glass Company, to Mr. Siemer, president of the Workers Organization, read in evidence.

[fol. 111] Letter of November 15th, 1922, from Mr. Siemer, to Royal Window Glass Company, read in evidence.

Letter under date of November 17th, 1922, from Mr. Hammond, to Mr. Siemer, read in evidence.

Letter under date of November 23d, 1922, from the secretary of the National Window Glass Workers to the Royal Window Glass Company, read in evidence. (The said Government's Exhibit Number 11, including the letters above read in evidence, is attached hereto and made a part hereof.)

Mr. Shale: The Government offers in evidence as Exhibit Number 12 certain correspondence between John B. Scohy, secretary of the John B. Scohy Glass Company, of Sistersville, West Virginia, and the National Window Glass Workers Association.

[fol. 108] PLAINTIFF'S EXHIBIT NO. 13 TO REYNOLDS' TESTIMONY

Aug. 16, 1922.

F. J. Henisse, Manager,
Paramount Window Glass Co.,
Salem, W. Va.

DEAR SIR:

Your letter of July 25th was referred to the Board at their meeting last Monday and they decided it would be folly for the Organization to present scale to either the Paramount or Modern Companies for the first period of the blast of 1922-23 when both of these plants operated during the second period of last blast.

The Executive Board feels it would be doing an injustice to our members and the companies at Salem to place three plants in operation there during one period and one plant in the next period, and for this reason they decided they could not see their way clear to present scale to either of your companies for the first period of the blast of 1922-23.

The Board stated they would like to grant this favor to you, but that they would not do so because of the dissatisfaction it would cause in the industry.

Very truly yours, — — — , Secretary.

[fol. 109]

July 28, 1922.

F. J. Henisse, Manager,
Paramount Window Glass Co.,
Salem, W. Va.

DEAR SIR:

Replying to your letter of the 25th instant I desire to advise the Executive Board and Wage Committee will meet in joint session in this City August 18th. We are to meet the manufacturers on the

11th and after the meeting with the manufacturers the Board and Wage Committee will go into joint session.

With reference to changing one of your plants to the first period, I desire to advise that I feel certain neither the Board or Wage Committee will give favorable consideration to your proposition, as it would mean that three plants would be in operation during the first period at Salem and only one for the second period, and you know that one plant would not take care of all the men at Salem. The only way I can figure out for you to get a plant in the first period, is to make an exchange with one of the plants at Salem that is listed to operate during the next period.

I will refer your letter to the joint Committee and I ask that you advise me whether or not you will be here on the 13th of August.

Very truly yours, — — —, Secretary.

[fol. 110]

Paramount Window Glass Co.

Heavy Sheet and Window Glass

Salem, W. Va.

July 25, 1922,

Mr. Thos. Reynolds, Secretary,
National Window Glass Workers,
Cleveland, Ohio.

DEAR MR. REYNOLDS:

I talked to you some time ago about meeting your executive board and the wage committee. Will you please advise if a meeting date has been arranged?

For the past two years I have been operating both of my plants, the Modern and the Paramount, in the same period. If we can — these plants in different periods, it will be a great help to all of us, and that is what I want to talk to the committees about. It is not possible to get the best results for the plants, or for the workers with both running in the same period.

If you will let me know when the committees meet, I will arrange to go to Cleveland to see them.

Yours very truly, F. J. Henisse, Manager.

Letter dated November 28d, 1922, addressed to Mr. J. M. Siemer, president, read in evidence.

(The said Government's Exhibit Number 12, including the letter above read in evidence, is attached hereto and made a part hereof.)

Mr. Shale: The Government offers in evidence as Exhibit 13 the following correspondence between F. J. Haney, manager of the Paramount Window Glass Company, and the National Window Glass Workers.

Letter under date of July 25th, 1922, from Mr. Haney, manager of the Paramount Window Glass Company, to Mr. Reynolds, secretary, read in evidence.

[fol. 116] Letter under date of July 28th, 1922, from the secretary of the Workers Organization to Mr. Haney, read in evidence.

Under date of August 16th, 1922, letter from the secretary of the Workers Organization to Mr. Haney, read in evidence.

(The said Government's Exhibit Number 13, including the letter above read in evidence, is attached hereto and made a part hereof.)

Mr. Shale: The Government offers as Exhibit Number 14 the correspondence and a petition between Aramis Joris, of Sapulpa, Oklahoma, and the National Window Glass Workers, which seems to pertain to the operation of the plant at Sapulpa.

[fol. 112] PLAINTIFF'S EXHIBIT NO. 14 TO REYNOLDS' TESTIMONY

Nov. 25, 1922.

Mr. Aramis Joris,
Sapulpa, Okla.,
Box #533.

DEAR SIR AND BROTHER:

We have your letter of the 24th instant in which you request that scale be presented to the Sunflower Company in order that they may continue in operation during the second period.

In this connection I wish to state that several companies have made similar requests of us and they have all been refused by the Executive Board. We received a letter from the Sunflower Co., during the past week concerning this matter and we advised them this concession could not be granted, for if we granted the request of one company we would have to treat every company making a similar request likewise.

Regarding your statement with reference to the Model, Connally and Le Flore Companies I wish to state these plants were changed to different periods in order to make a more equal division of the pottage in the southwest, and so that our members in that section would have employment during both periods.

Your letter will be referred to the Board at their meeting December 2nd, and you will learn of their decision through the next issue of the minutes.

Fraternally yours, — — —, Secretary. 5

[fol. 113]

Sapulpa, Okla., Nov. 23rd, 1922.

National Window Glass Workers,
Executive Board.

GENTLEMEN:

While we dislike very much bringing up a subject of this character, feeling that you may look at this as a subterfuge for our particular benefit, we have given this matter careful consideration, the Company here has expressed themselves of being desirous of transferring to the second period, first, because they are rather fearful of the gas situation at the factory they control on the second period viz; The Victory Window Glass Company at Augusta, Kansas, and having assurance that they could be furnished with sufficient gas for the Fall or first period in this particular part of the country, account of the extremely late Falls, they are of the opinion now, that they had better, if it can be arranged, to operate the Victory plant the first period and the Sunflower the second period, as this request is not asking for any transfer of production we believe it should be given some serious consideration, it is not establishing any precedent, as the Le Flore at Poteau, also the Connelly at Caney and Model at Ft. Smith and one or two plants back East have been given this consideration in the past two years, on the other hand, with the Sunflower in the Spring or second period, the men at Okmulgee would have an opportunity of working close to home which they do not have at present account of Okmulgee and Sapulpa factories which are so close together being on the same period.

Kindly advise at your very earliest whether or not this request would have your favorable consideration.

Very truly yours, _____, Local President. AJ:EJ.
Aramis Joris, Sapulpa, Okla., Box 553.

[fol. 114]

Sapulpa, Okla., Nov. 28, '22.

To National Window Glass Workers, Executive Officers and Board
Members, Cleveland, Ohio.

DEAR BROTHERS:

We the following members of our organization respectfully submit this petition for the transfer of production of the Victory Window Glass Co. production from Augusta, Kansas to the Sunflower Glass Co., at Sapulpa, Okla.:

Blowers

Joseph Wachtler.	1.
Sam Cornelius.	2.
Wm. G. Cunningham.	3.
Ernest Leonard.	4.
Schley R. Hunt.	5.
Wm. Cooper.	6.
Harry Shock.	7.
C. C. Ireland.	8.
Wm. Granger.	9.
Harry C. Thomas.	10.
Leopold Dulvis.	11.
Chas. H. Felker.	12.
Ira Hubartt.	13.
Rich Hedman.	14.
Chas. K. Duffield.	15.
John Girard.	16.
Frank Bolander.	17.
C. Biron.	18.
Fred Anderson.	19.
Victor Sherwood.	20.
Ivan Johnson.	21.
John E. Lunn.	22.
Jules Brown.	23.
T. J. Shurghesey.	24.
Wm. C. Gray.	25.
Wilbur Scull.	26.
John C. Haines.	27.
	28.
	29.

[fol. 115]

Cutters

Joseph Vautard.
Elmer Coonen.
F. J. Schmidt.
E. F. Grant.
W. P. Johnson.
Ed. Burrill.
James Grant.
Chas. D. Van Alstyne.
V. A. Coon.
Eugene Miller.
Wm. Donovan.

Gatherers

Fred Smith.
Richard Kickert.
Frank Cunningham.
Chas. Dixon.
Aramis Joria.
John Crenan.
Fred Alton.
Toney Newmeyer.
Earl Best.
Sid Church.
Chas. Broomhall.
Pat Bennett.
Alex. Mattiaux.
Porter Beal.
Wm. Siegworth.
James C. Holmes.
E. L. Berger.
Desire Henry.
Harvey Stinson.
Geo. F. Crouthers.
William Travis.
Louis Schmidt.
Sam Harmon.
Frank Bennett.
Wm. Whippo.
L. Winner.
James Scull.

Flatteners

Harry Kerr.
Clark Sherwood.
Emery Johnson.

Letter under date of November 23d, 1922, from Mr. Jaris to the National Window Glass Workers Executive Board read in evidence, together with the petition.

Letter under date of November 25th, 1922, letter from the secretary of the Workers Organization to Mr. Jaris read in evidence.

(The said Government's Exhibit Number 14, including the letters and petition above read in evidence, is attached hereto and made a part hereof.)

Mr. Shale: The Government offers as Exhibit Number 15 a petition from the Le Flore local of Poteau, Oklahoma, and a reply thereto from the president of the Workers Organization. The petition is signed by a total of approximately ninety-three members of the [fol. 116] ~~Win-~~ Glass Workers Organization.

[fol. 117] PLAINTIFF'S EXHIBIT No. 15 TO REYNOLDS' TESTIMONY

Dec. 7th, 1922.

Mr. Chas. Bartlett,
Poteau, Okla.

DEAR SIR AND BROTHER:

The petition signed by the members of the Le Flore local pertaining to granting a scale to the Le Flore Company for the next period was referred to the Executive Board at the meeting on the 2nd. This request together with about eight or ten similar requests were given thorough consideration by the Board and it was finally agreed to lay all applications of such nature on the table until the January meeting.

I note in your petition it is stated that there will probably be a surplus of men in the south west during the second period as there will not then be as many pots in operation as are operating, and this would probably be true were there not so many men working in the western section of the country who will accept places in the eastern section the second period if certain plants in which they have always been employed will operate. And you are also probably overlooking the fact that there is considerable shortage of workmen in that section at the present time.

In looking over the possibilities for next period, I find that, if matters are left as they now stand, there will be 249 pots in operation in the western section while there are 342 pots at the present time. If all plants in that section were properly manned at the present time, it might be logical to place another plant in the next period, but the Executive members fear that, if another plant were placed in the next period, the same condition that prevails now will prevail next period and many of the companies would not be able to secure sufficient workmen to properly man the plant.

The Board felt that it could not definitely decide this matter at the present time because of not having information as to just which plants desire our scale for the second period, and we are making every effort possible to secure this information so that it will be possible to render a decision at the January meeting.

While at Poteau I had a conference with the Messrs. Hockstrasser, Sr. and Jr., and they gave me many facts upon which they base their

request for a scale for the second period. This in addition to the [fol. 118] information we have at this office pertaining to the difficulty the company experienced in getting proper production lead me to say that, should the Executive Board decide it would be practical to place another plant in the second period, I think the Poteau company is the most logical plant upon which to confer the favor of all those who are making a request for the same concession. However, do not take this as a statement that the request will be granted. It is merely my own opinion and the information we have at the office at the next Board meeting pertaining to the actual number of pots available for the employment of our members will determine the action of the Board at that time.

Fraternally yours, — — —, President. S.S.

Nov. 29, 1922.

To the President & Executive Board:

We, the workers of the Le Flore Local, of Poteau, Oklahoma, herewith request and petition the President and Executive Board to issue the Le Flore Glass Company a scale for the coming period for the following reasons:

We think there will be a surplus of men in the South-west as there will be one hundred and twenty pots less the second period, and we all know the conditions for the past three years when there was a surplus of men how the manufacturers treated the members.

And, we, the members of the Poteau Local, think we should be entitled to a consideration, as the men of Kansas and Arkansas were favored last year when the board issued a scale to one plant in Arkansas and one in Kansas.

Chas. Bartlett, Chief Preceptor. J. A. Shuler, Asst. Preceptor.
 J. L. Moe, Asst. Preceptor. J. J. Reid, Local Chairman.
 N. K. Brown, Trustee. H. W. Sherry, Paul Schmidt, Ed. Schmidt, James Flannery, Hugh J. McAndrew, C. Hubbard, Ray Armstrong, Henry Hubig, John Allen, Scott Clark, Robt. Tipper, C. L. Conyers, J. W. Beebe, J. McPhie, Wm. Achert, J. B. Landgraff, Thomas H. Kattenbach, Harry M. Robbins, John H. Robbins, J. L. Jordan, Wm. Kattenbach, Fr. Lousy, Louis Boubier, George Bryant, Emil Halvorsen, R. Stalder, W. S. Schick, E. M. Beebe, Ernest Lee, A. Lambert, Jr., C. Boss, R. Flannery, Enoch Wills, Sam May, L. Harkness, H. Scott, G. [fol. 120] Zulauf, Joe Dithorn, Milt Packer, Wm. Fullner, H. Blume, Geo. Barton, Wm. Bates, John Dietrich, Theo. Blume, R. Fox, W. E. Lyman, John Schaum, Geo. Dowling, Luke Cherruy, Adolphe Wazelle, Sr., Geo. M. Schaum, Horace Smith, Adolph Wazelle, Frank Riley, W. L. Rooney, James Batten, Jr., M. A. Thornburg, John Burkhardt, Robert Vain, Joe Robbins, Frank Robbins, A. Lanbort, Sr., John Ostrsky, John Rapp, W. H. Creighton, G. O. Gray, David Evans, A. Webb, J. Branback,

Joseph L. McIntire, C. J. Rooney, Frank Phillips, Wm. G. Klein, Homer Hamrick, Ward Kell, Henry Karcher, William McIntire, Frank Biddle, Arthur Stramard, J. D. [fol. 121] Biddle, Fred Kindberg, Wm. R. Steward, Walter Peterson, Tim O'Toole, W. K. Langan, Chas. Rettig, Joseph Eperthener.

The petition last above referred to read in evidence.

Letter under date of December 7th, 1922, from the president of the Workers Organization to Charles Bartlett, Chief Preceptor, read in evidence.

(The said Government's Exhibit Number 15, including the petition and letter above read in evidence, is attached hereto and made a part hereof.)

Mr. Shale: The Government offers as Exhibit Number 16 the correspondence exchanged between the Wichita Falls Window Glass Company, Frank Kell, president, of Wichita Falls, Texas, and the National Window Glass Workers.

[fol. 122] PLAINTIFF'S EXHIBIT NO. 16 TO REYNOLDS' TESTIMONY

Dec. 7, 1922.

Frank Kell,
President Wichita Falls Window Glass Co.,
Wichita Falls, Texas.

DEAR SIR:

Your communication of December second, in which you set forth conditions under which your plant is operating at the present time, is at hand.

I note your request that we give consideration to issuing scale to your company for the second period because of the reasons given in your letter, and I wish to state that at the recent meeting of the Executive Board, which was held December second, there were eight or ten propositions from various companies, of a more or less similar nature to yours, referred to the Board, and the Executive Members decided that it would be impossible to render a decision at the present time because of not having definite information as to the number of plants now out of operation that will request our scale for the second period, and these companies, of course, will have the first call on the services of our members.

We are making every possible effort to learn just what plants, now of operation, expect to operate during the second period, and we believe that we will have definite information before the next Board meeting which we expect will be held December 30th, and at this time we will give consideration to the requests of all companies, including your own.

Your communication has been placed on file for the information of the Board and you will hear from me again following adjournment of the Board meeting.

Very truly yours, — — — President.

[fol. 123] Wichita Falls Window Glass Company,
Wichita Falls, Texas

December 2, 1922.

All agreements are contingent upon strikes, accidents and other delays unavoidable or beyond our control.

Mr. J. M. Siemer,
Vice-President National Window Glass Workers,
Electric Building,
Cleveland, O.

DEAR SIR:

We are operating our plant under your wage scale rule effective September 25, 1922, expiring January 27, 1923. We, as you probably know, have been operating our plant for the last seven or eight years as a machine plant, and only have operated since the beginning of this fire as a hand plant.

We were not able to get the plant going on a profitable basis with the beginning of the fire, and even now have not succeeded in getting sufficient volume to make us but little profit, having had considerable difficulty in securing sufficient labor to get the plant up to sufficient volume to make the operation profitable.

We find our men are rather inclined to remain with us thru another period, provided a scale may be adopted quickly so that they may have notice sufficient in advance to make their arrangements to remain. We ourselves would prefer to go back to a machine basis, which we now have the opportunity of doing, and would make our arrangements to do so without further delay, except for the fact that we feel an obligation to our men to give them service as long as possible since they have come here to work in our plant.

The men whom we have induced to come here, if they are forced to hunt other positions at the expiration of the present scale will not have had enough income to reimburse them for their expenses of coming here and returning.

Our production as to quality is the most satisfactory that we have had in a long time, and with the operation of the plant under present arrangements for another period, we might find that it would be to our interest to continue the plant on a hand basis, as the quality of the glass that we are getting is so much above the average quality offered in this country, that we feel we might find it possible to continue the plant indefinitely as a hand plant.

On account of the drastic anti-trust laws in our state as well as the activity of the Lockwood Committee under the Sherman law, we have not connected ourselves with any manufacturing agreement of any character, nor have we any agreement with any group of workmen of any character.

[fol. 124] We will thank you to take the matter under consideration, and let us have a reply to this as early as consistent. Thanking you in advance, we are

Yours very truly, Wichita Falls Window Glass Co., By Frank Kell, President. FK-R.

Letter under date of December 2d, 1922, from the Wichita Falls Window Glass Company, read in evidence.

Letter under date of December 7th, 1922, from the president of the Workers Organization to Mr. Kell, read in evidence.

(The said Government's Exhibit Number 18, including the letters above read in evidence, is attached hereto and made a part hereof.)

Mr. Shale: The Government offers as Exhibit Number 17 a letter from C. S. Lutes, president of the Fredonia Window Glass Company, Fredonia, Kansas.

[fol. 125] PLAINTIFF'S EXHIBIT No. 17 TO REYNOLD'S TESTIMONY

The Fredonia Window Glass Company,
Manufacturers of Window Glass

C. F. Lutes, Pres. and Gen. Mgr.; B. E. Ladow, Vice-President; David Page, Secretary; G. E. Klock, Asst. Secretary; F. M. Bonebrake, Treasurer

All orders accepted by us are subject to contingencies beyond our control, such as railroad embargoes, strikes, accidents, fires, delays in transportation and our ability to provide labor, fuel and necessary raw materials. Therefore all quotations made by us are for immediate acceptance and subject to change without notice.

Fredonia, Kansas, Dec. 5, 1922.

DEAR SIR:

For your information would say that there is a movement on foot in this district I understand, by the men to have us continue operating our plant here at Fredonia for the next period. A committee has already called upon us asking if we would be willing to do that if they would give us the assurance that they would work.

Am not in position to say very much regarding this, although I do think that operating glass factories in the future by periods is going to be a farce and that manufacturers are going to operate their plants regardless of periods, and unless they can operate by hand

there will be more machine plants in to take the place of hand plants.

Now we would like to continue operating this plant at Fredonia if possible, all winter. We have been handicapped considerably this period on account of the shortage of gas but we now have an abundance of gas and have everything lined up in good shape and would like to continue operating for the next period, providing satisfactory arrangements can be made. If they cannot be made with your organization it means you will compel us to put in machines, which machines, as you are aware, we have all ready to install. As the men have asked us to operate we thought we would tell you just exactly the condition that exists.

I understand there is to be a general meeting of the workmen held somewhere in the southwest this week to determine what action they are going to take regarding the matter and that each local would be represented at this meeting.

We also have had a number of men leave us this period without working notice and not in one instance have any of them been returned. Some are owing us considerable money that we have advanced them. I have taken the matter up with your preceptor here, Mr. Stewart, but as yet he has not been able to get anything definite from you and I told him I would take the matter up with [fol. 126] you direct. You have a list of the men who have left us and what we want now is either to have these men return their work notice or you collect the amount of money they owe this company, which was advanced them. Would be very glad to hear from you and think you should do something to help us collect this advance money from these men.

Yours very truly, Fredonia Window Glass Company, By C. S. Lutes, President.

Letter dated December 2d, 1922, from C. S. Lutes to J. M. Siems, [fol. 128] read in evidence.

Mr. Shale: So far as we are advised, no reply has been made to this letter.

Mr. Davis: These letters do not seem to us to be competent. The letters themselves are independent evidence on behalf of the Government.

Mr. Shale: May it please the Court, this letter is dated December 5th and was probably received by the Workers' Organization just about the time of the receipt of the subpoena duces tecum, and may be it had not been answered at the time it was produced. I have no doubt some response was made to the letter.

The Court: It might be received under another theory of the law, namely, that it is evidence of complaint received by the defendants about the situation in the course of operation under the agreement alleged to be in violation of the law. However, counsel understands that no particular significance is to be attached to my ruling. So I will overrule the objection and you may proceed.

Mr. White: Was that letter answered, Mr. Reynolds?

The Witness: No.

Mr. Shale: The Government offers as Exhibit Number 18 certain correspondence between Leo Krouse, president of the Twin City [fol. 142] Glass Company, of Texarkana, Texas, and the National Window Glass Workers.

[fol. 129] PLAINTIFF'S EXHIBIT No. 18 TO REYNOLDS' TESTIMONY

Aug. 2nd, 1922.

Leo Krouse,
Pres. Twin City Glass Co.,
Texarkana, Tex.

DEAR SIR:

Your letter of July 28th with enclosure of copy of your letter to the National Association of Window Glass Manufacturers, received.

I note what you say in regards to the desirability of getting the hand plants in operation in order to protect their share of the market demand and I wish to say that we concur in your views. We realize that, if the hand plants are not placed in operation at an early enough date, the machine interests will be able to secure a foothold in the market that will be difficult to overcome.

I believe you are becoming somewhat unduly excited regarding the amount of glass the Shreveport plant will put on the market, at least during the coming year. Judging from our source of information, we do not anticipate an excessive amount of production will be made at any of the new Libby-Owens ventures. While the situation may look somewhat critical to you people of the southwest, it is no more so than that with which the eastern section has been confronted for quite a number of years and they have all been able to survive because of the very sensible policy of live and let live pursued by the machine interests. I have every reason to believe this policy will be adhered to by the new factors in the southwest.

We have no intention of acting in any way that will retard the operation of hand plants as we are just as anxious as anyone can be to get them going as early as possible. However, we do anticipate some benefits from the improved market conditions. I presume you have been informed that the meeting of the joint Committee is to be held August 11th for the purpose of formulating a wage scale for the coming year. In connection with same, I have no hesitancy in saying that I am quite confident a settlement will be effected on the two period basis of operation as this plan has every advantage from the workers' view point.

[fol. 130] We will be glad to assist you in every way possible to secure a sufficient number of competent workmen to fully man your plant and we believe we can successfully do so. However, this does not apply if we operate with the one period plan in effect.

Trusting the coming season of operation will be a successful one from the view point of both employer and employee, I am

Very truly yours, — — — — — President. S.C.

[fol. 131] Quotations subject to change without notice. All orders and contracts accepted subject to stoppage by strikes, fire or other unavoidable delays.

Twin City Glass Company,
Manufacturers of Window Glass,
Texarkana, Texas

Leo Krouse, President; Louis Heilbron, Secretary and Treasurer;
Orrie Colaw, Vice-President and General Manager; John Hanley,
Factory Manager

July 28th, 1922.

Mr. John Seimer,
Prez. National Window Glass Workers,
Cleveland, Ohio.

DEAR SIR:

We beg to hand you herewith copy of a letter we have addressed to the National Association of Window Glass Manufacturers and we shall be very glad to have your views concerning the matter at an early start.

As you are no doubt aware one of the largest machine plants has just started operating at Shreveport, La. They are at the present time manufacturing about four hundred boxes of window glass daily. We understand that they have a maximum out-put limit of about 3,000 boxes.

Now, while they have had some trouble and are experiencing some difficulty even now, the chances are that within a very short time all their difficulties shall be overcome and they will place upon the market right at our doors, say 2,000 boxes per day. It is folly for any reason, and it is really in our opinion beyond a question of a debate, to retard the operation of hand plants.

We are very anxious to start ours, we want to work in concert with other manufacturers and with your association and the members of your organization of workers, but it is imperative that our plant starts as early in September as possible, and we shall appreciate it if you can arrange to issue a scale and get us sufficient amount of workmen to man our plant.

We shall be very glad to hear from you, giving us your views and with kindest regards, we remain,

Yours respectfully, Twin City Glass Company. Leo Krouse
Pres. L.K.B.

[Vol. 132] Quotations subject to change without notice. All orders and contracts accepted subject to stoppage by strikes, fire or other unavoidable delays.

Twin City Glass Company,
Manufacturers of Window Glass,
Texarkana, Texas

Leo Krouse, President; Louis Heilbron, Secretary and Treasurer;
Orrie Colaw, Vice-President and General Manager; John Hanley,
Factory Manager

July 28th, 1922.

Mr. J. R. Johnston, Jr.,
Sec. National Association of Window Glass Mfgs.,
Pittsburgh, Pa.

MY DEAR MR. JOHNSTON:

As per our previous letter, the writer will not be able to meet with you at Cedar Point. Sincerely trust that the manufacturers there assembled will recommend the urgent necessity of an early resumption of the manufacture of glass by hand process.

As you are no doubt fully aware the machine plants are operating and are supplying the demand. We can readily sell the out-put of our plant and it is almost a matter of self-preservation that we resume operation at the very earliest possible date. If our friends to whom we are now selling are obliged to place their fall orders with machine plants, there is a great likelihood of them continuing to place their business with the same parties and leave us with no customers.

We most earnestly and urgently ask that you kindly read this letter to the members assembled at the association's meeting and impress upon them the need of an early start. As far as we are concerned, it is imperative that we start running as soon as it is possible for us to arrange to get a complement of men to run our plant.

With very kindest regards, we remain,

Yours respectfully, Twin City Glass Co. Leo Krouse, Pres.
Copy. L.K.B.

[Vol. 133]

Leo Krouse,
Pres. Twin City Glass Co.,
Texarkana, Tex.

Dear Sir:

Yours of the 17th at hand with enclosure of copy of your communication to J. R. Johnston, Jr. I agree with you that we should do everything in our power to get the hand plants going at the earliest possible date and that the working period should be extended as long as possible in order to reduce the overhead expenses thereby enabling the workers to secure a more substantial rate of pay.

Aug. 22nd, 1922.

In regard to the Shreveport machine plant, wish to advise you that our information is to the effect that just last week they were loading their second car for shipment, none of which was above the second bracket. Judging from this, it is not to be wondered at that they are turning away orders, and this is probably the basis for the claim that they have more orders than they can take care of. I am inclined to the opinion that the great bulk of orders that now seem to be in the hands of this company will be turned over to the hand plants of that section very shortly.

I am enclosing copy of circular letter which was forwarded to our membership immediately following the recent wage conference. You will gather from this that we are not contending that no advance in wages can be paid upon the present basis of selling price. We believe, however, that the hand industry is in a position where they can logically advance prices and we have every reason to believe that if this is done, the other producers would do likewise thereby placing the industry on a basis that would enable everyone to get better results. We believe this is absolutely necessary in order to properly man the hand plants and we are in hopes that this fact will be recognized and action taken accordingly.

For your information I wish to state that arrangements have been made for a joint conference between the manufacturers and workers' committees to be held in this city Thursday, August 24th, at which time I feel quite confident an equitable adjustment of the wage question will be made and time set for resumption of operations not later than September 15th.

Very truly yours, — — —, President.

[fol. 184] Quotations subject to change without notice. All orders and contracts accepted subject to stoppage by strikes, fire or other unavoidable delays.

Twin City Glass Co.,
Manufacturers of Window Glass,
Texarkana, Tex.-Ark.

Leo. Krouse, Pres.; Louis Heilbron, Sec'y-Treas.; O. O. Colaw, Vice Pres. and Gen. Mgr.; J. J. Hanley, Supt.

August 17, 1922.

Mr. John Seimers,
Pres. National Window Glass Workers,
Cleveland, Ohio.

DEAR SIR:

We have your favor of some few days since and thank you for the same.

We have been in hopes that our respective committees will have gotten together and arranged a wage scale and a starting date. We enclose herewith copy of our letter to Mr. J. R. Johnson, Jr., which is self-explanatory. I do hope that you will do everything in your power to assist in making up an agreement, on basis where we can afford to operate, and then let us start the manufacture of glass by hand process at the earliest date possible. The period should be not less than 20 weeks.

We will be very glad to again be favored with your views concerning the matter.

Yours respectfully, Leo Krouse. Twin City Glass Company.
L.K.M.

[Vol. 135]

August 17, 1922.

Mr. J. R. Johnson, Jr.,
1706 First Nat'l Bank Bldg.,
Pittsburgh, Pa.

DEAR SIR:

We have been advised that the wage committee has failed to agree, but that another meeting is to be held within the next few days.

We have been further advised that the workers are asking for a 30% increase in wages, whereas the owners are asking for a 10% reduction.

Now to be sure a 30% increase in wages is out of the question, for I do not believe there is a hand plant in America who could manufacture glass at a profit, with an increase in wages. On the other hand, I do not believe it is necessary to insist on a 10% reduction. I believe we can afford to pay the same scale of wages as last season, and if we can get, at least, a 20 weeks' operation of two periods, enabling the workers to put in 40 weeks out of the year that the present scale of wages will be sufficiently remunerative to enable them to make a comfortable living, to which, to be sure they are entitled to.

I sincerely hope that the said meeting will be held right soon, and that we can get together, and start, at the earliest date possible, to manufacture window glass by hand process.

It is rather galling to sit here, with a plant on our hands, such as we own, receiving orders for glass daily and not only have no glass, but we are not in position to even state to them when we may possibly be able to make deliveries. On the other hand, one of our very best customers wrote the new machine plant at Shreveport, asking if they are in position to solicit business, and they advised, they are so sold out that they could not entertain taking any orders until after September. I do hope that we will all get together and start operating our respective plants.

With kind regards, we beg to remain,

Yours respectfully, Twin City Glass Company. L.K.M.

[fol. 186]

Oct. 28, 1923.

Leo Krouse,
President Twin City Glass Company,
Texarkana, Texas.

DEAR MR. KROUSE:

I have your letter of the 25th instant in which you call my attention to conditions existing in that section of the country, and expressing your opinion as to a method of operating factories that would be more satisfactory.

I do not feel that I should express my opinion in regard to this matter until I can refer the question to the Executive Board, which I will do at their next meeting on November 4th. We will give consideration to the plan you have outlined, and as it is my intention to visit the South-west during the month of November I will make it a point to be in Texarkana just as soon as possible after the Executive Board Meeting, and I will be glad to take this matter up with yourself and Mr. Mottet. I may possibly have some other plan to outline to you that can be placed in effect the coming year and which will have a tendency to improve conditions.

Just as soon as I can make definite plans for my trip to that section I will notify you just when I will be in Texarkana.

Assuring you of our desire to do anything within reason to make it possible for the hand industry to survive, I am

Very truly yours, — — —, President.

[fol. 137]

Twin City Glass Company,
Manufacturers of Window Glass,
Texarkana, Texas

Leo Krouse, President; Louis Heilbron, Secretary-Treasurer; Oma Colaw, V.-P. and Gen. Mgr.

Quotations subject to change without notice. All orders and contracts accepted subject to stoppage by strikes, fire or other unavoidable delays.

Oct. 25th, 1923.

Mr. Jno. Seimer,
Pres. National Window Glass Workers of America,
Cleveland, Ohio.

MY DEAR MR. SEIMER:

As you are perhaps fully aware the window glass business at the present time is very unsatisfactory, both as to owners as well as to workers. It is almost impossible for a factory to make any money on a sixteen weeks' operating period. It is equally almost impos-

sible for a skilled, master workman in the window glass trade to make a decent wage scale, if he has to foot half or all of his railroad fare to two different respective points of operation. It occurs to us that we the owners and the workers should get together at the earliest time possible and discuss the present conditions.

If it is absolutely impossible to furnish sufficient workers to man all of the plants, and that if it is imperative from the standpoint to the workers and as pertaining to their welfare that only one-half of the plants be operated at any one time. We believe that it will be far better for one-half of the plants to run for a period of say thirty-two weeks or one year, and the other half run a like period the second year, thus instead of running one-half periods every year, rather run a full period every two years.

We also wish to call your attention to two glass plants, seventy-one miles apart, viz., National Window Glass Company of Shreveport, La., and the Twin City Glass Company of our city. Here we are, two hand plants with the United States Sheet and Window Glass Company located at Shreveport, we have the second largest machine plant of the world right at our door. They have had some trouble up to date in getting into full operation, but you know and we know that they will soon overcome the different obstacles they have had up to date, and they will soon be operating in full blast, and the economical cost of operation that must be credited to them, it will be impossible either for the Shreveport plant or for the Twin City plant to compete with them and try to operate only sixteen weeks out of a year.

The writer had a very pleasant personal chat with Mr. Louis Mottet of the National Window Glass Company of Shreveport, and in order to try to make the best of the present situation, we would [fol. 138] like to arrange some way whereby Mr. Mottet can use our plant for his coming sixteen weeks' operation, and we to lease our plant to him and his associates, or we could arrange to lease his Shreveport plant, if after leasing same we could be permitted to operate the Texarkana Plant and use all the workers who are already here, rather than to go over to Shreveport and force all of the men and their respective families to make another move.

We believe that this question is of vital importance not only to the owners, but even more so to the workers, and we most respectfully request that you please give this question your most serious and careful consideration.

We are confident that we are voicing the sentiment of every man now in our employ, that they would prefer to remain right here and work for an additional sixteen weeks, rather than to be obliged to move to Shreveport, or to any other factory near by, in order to be enabled to obtain sixteen weeks' additional employment, which they must do to earn a live-hood.

If you can possibly come to Texarkana and have a conference with the workers, I believe good would result of your visit. If for any reason you cannot come, but will entertain a discussion of this question, Mr. Louis Mottet and myself will gladly meet with you

and your co-advisors in Cleveland on any date suitable to you. It is of course paramount that an early settlement be made of the question, above set forth, and therefore, thank you in advance for a reply at your earliest convenience.

With very kindest regards, we beg to remain,

Yours respectfully, Twin City Glass Company. Leo Krouse
L.K.B.

[fol. 139]

Nov. 7th, 1921

Mr. Leo Krouse,
Twin City Glass Co.,
Texarkana, Tex.

DEAR SIR:

In conformity with my statement under date of October 28th, I referred your letter of the 25th ultimo to the Executive Board and that body gave very thorough consideration to the proposition you have placed before them. After mature deliberation it was decided that it would not be advisable to change the policy that has been outlined of issuing a scale for one period only to each tank or furnace.

The Executive Board wishes to point out that the proposition you suggest is the old plan that was previously tried of transferring production of one plant to another, but this caused a great deal of dissatisfaction among all other plants that were not so situated that transfers could be made. If we were to grant a concession of this kind in this particular instance, it would result in numerous requests being made for like concession from all parts of the country and requests would be made for the transfer of production of plants that are out of commission and not in condition to be operated at all.

We realize that it is quite a problem to secure desirable results from a single unit plant operating only sixteen weeks and we recognize the fact that the two unit plants have considerable advantage in this respect. This is a matter that should be adjusted on a more equitable basis so that the single unit plant will be able to get a longer operating period than one-half of the time allotted the two unit plants. We have in mind a plan that, if it can be successfully worked out, will place the single unit plant on a more equitable basis with the double unit plant and will have a tendency to remove the principle cause of dissatisfaction with the present arrangement expressed by the companies who only have a single unit plant.

In regards to your proposition voicing the sentiment of the workmen there, that may be quite true; however, we must also take into consideration the workmen who reside at Shreveport. They are entitled to just as much consideration and should be given an opportunity to work at least one period at home in preference to going away from home both periods so that the workmen at another place can work both periods at home. This would be manifestly unfair.

[fol. 140]

It is my intention to visit the southwest the latter part of the coming week and in all probability I will be able to make Texarkana about Friday, the 17th, and I will be pleased to talk over with you then the plan of distributing the opportunity of employment for our members which I have in mind. Of course this plan could not be placed in operation until the next wage settlement as the present agreement will have to be carried out in accordance with the provisions of same.

Very truly yours, — — — President. S.S.

[fol. 141]

Twin City Glass Company,
Manufacturers of Window Glass,
Texarkana, Texas

Leo Krouse, President; Louis Heilbron, Secretary-Treasurer; Orrie Colaw, V.-P. and Gen. Mgr.

Nov. 1st, 1922.

Mr. J. M. Siemer,
Pres. National Window Glass Workers,
1103 Ulmer Bldg.,
Cleveland, Ohio.

MY DEAR SIR:

We thank you for your favor. Are pleased to note that you will confer with your associates at your next meeting, and that you will advise us later.

Are especially glad to be advised that you intend visiting our city in the very near future. Please let us know a few days ahead, so that the writer will be sure to be at home.

With kindest regards, we beg to remain,

Yours respectfully, Twin City Glass Company, By Leo Krouse. L.K.B.

Quotations subject to change without notice. All orders and contracts accepted subject to stoppage by strikes, fire or other unavoidable delays.

Letter under date of July 28th, 1922, from Mr. Krouse to Mr. Siemer, read in evidence.

Enclosure dated July 28th, 1922, to the secretary of the National Window Glass Manufacturers from Mr. Krouse, read in evidence.

Letter under date of August 2d, 1922, from president of the National Window Glass Workers to Mr. Krouse, read in evidence.

Letter under date of August 17th, 1922, from Mr. Krouse to Mr. Siemer, read in evidence.

Letter under date of August 22d, 1922, from Mr. Siemer to Mr. Krouse, read in evidence.

Letter under date of October 25th, 1922, from Mr. Krouse to Mr. Siemer, read in evidence.

Letter under date of October 28th, 1922, from the president of the Window Glass Workers to Mr. Krouse.

Letter under date of November 1st, 1922, from Mr. Krouse to Mr. Siemer, read in evidence.

Letter under date of November 7th, 1922, from Mr. Siemer to Mr. Krouse, read in evidence.

(The said Government's Exhibit Number 18, including the letters and enclosure above read in evidence, is attached hereto and made a part hereof.)

(Narrative continued.) A single unit plan is a company with one factory. Some factories have twenty-four blowers, some have thirty blowers, some thirty-six, some forty-two, some forty-eight [fol. 145] and some sixty. We call a double unit plant the same company that owns two factories. A single unit plant is one that owns one factory. A single unit plant is not classified according to the number of blowers it has, but to the number of buildings or ownership. It is determined by the tank; they must have a separate tank, just for one factory. A single unit is a company that owns that factory. There are some companies that own two factories. The tank is inside that factory, of course. There is just one furnace; some furnaces use twenty-four blowers and some thirty. One tank uses twenty-four blowers, or thirty, or sixty, and so on.

Letter under date of December 2d, 1922, from Mr. Krouse, of the Twin City Glass Company, to Mr. Siemer, read in evidence.

Letter under date of Deceml 1922, from Mr. Siemer to Mr. Krouse, read in evidence.

(The said letters also being part of Government's Exhibit 18 are attached hereto and made a part hereof.)

[fol. 143] PLAINTIFF'S EXHIBIT No. 18 TO REYNOLDS' TESTIMONY

Dec. 7, 1922.

Leo Krouse,
President Twin City Glass Company,
Texarkana, Texas.

DEAR SIR:

Yours of December second at hand.

I wish to state that your proposition providing for the operation of one plant continuously for two periods cannot be given definite consideration until negotiations are opened for the scale to be effective for the blast of 1923-24, and your communication will be placed on file and referred to the Wage Committee at that time.

I agree with you that some plan must be decided on whereby the periods of operation can be adjusted on a basis more equitable to the one unit plant if stable conditions are to be maintained.

With very kindest regards, I am

Very truly yours, — — —, President. g.

[fol. 144]

Twin City Glass Company,
Manufacturers of Window Glass,
Texarkana, Texas.

Leo Krouse, President; Louis Heilbron, Secretary-Treasurer; Orrie Colaw, V.-P. and Gen. Mgr.

Dec. 2nd, 1922.

Mr. J. M. Siemer,
Pres. National Window Glass Workers,
1103 Ulmer Bldg.,
Cleveland, Ohio.

My DEAR SIR:

Referring to conversation had with you some few days since, we beg to reiterate that in our opinion at least we do not believe that it is possible to operate a glass plant successfully on a sixteen or eighteen weeks' period. Inasmuch as you do not look upon with favor the transfer of production from one plant to another, and we quite agree with you that it would be a rather hard proposition to determine what plants that might be eligible or be listed among those who might transfer, or what plants might be classed as all out of repair, etc.

We now beg to ask your consideration as to what would be the attitude of yourself and associates if a plant for instance such as ours would be willing to lay off all together for the year 1923 and get a two period operation for 1924, or if in allotting the men we could be permitted to operate two periods during the year of 1923, we would agree to not operate in 1924.

Kindly think this over very carefully, conferring with your associates and let us have your views and see if we cannot work out something for the betterment of both owners and workers.

With very kindest regards, we beg to remain,

Yours respectfully, Twin City Glass Company. Leo Krouse,
Pres. L.K. B.

Quotations subject to change without notice. All orders and contracts accepted subject to stoppage by strikes, fire or other unavoidable delays.

Thereupon a recess was taken until 1.30 o'clock P. M., same day, whereupon the following proceedings were had:

(Narrative continued:) I am familiar with the duties or functions of the Executive Board. The duties of the Executive Board is to decide all questions that come before them at the monthly meetings, except the wage question. That Board has nothing to do with [fol. 146] the wage question at all. The wage question is entirely in the hands of the Wage Committee. It is the duty of the Executive Board to assist in seeing that the provisions of the wage scale are carried out. After the wage scale has been agreed upon with the Wage Committee of the manufacturers' union and the Wage Scale Committee has adjourned, then the Executive Board sees to the administration of any question or difficulty that may arise as to its interpretation. The Wage Committee does not meet at stated intervals during the year; they just meet to settle wages. The Wage Committee directs all work at the trade. They meet in the summer months when the plants are about ready to resume operations.

It is not necessarily the duty of the Executive Board to ratify the wage scale agreement. They have done it, but it is not necessary. I would say that the present Executive Board ratified the present wage scale. I will explain to you why they did. At the last Wage Conference we had with the manufacturers at the Statler Hotel we were unable to effect a settlement with the manufacturers; we asked for a five per cent. increase and the Manufacturers' Committee would not concede us the five per cent., so we parted without setting a date for a conference. Then our Wage Committee and Executive Board were called into session, and the Wage Committee was ready to send out the wage scale without the signatures of the manufacturers, and the Executive Board instructed the Wage Committee to effect a wage settlement with the manufacturers' signatures, and a telegram was [fol. 147] drawn up, concurred in by the Wage Committee and the Executive Board, and it was wired to the manufacturers that we would effect a settlement on a five per cent. basis, and that was accepted by the Manufacturers' Committee and our Wage Committee and the Executive Board. I would say that the answer to the question as to the Executive Board ratifying the present wage scale would be yes, certainly.

As to the result on the so-called Texarkana Resolution, I have it right here now. 1,038 for and 279 against.

When I say the Executive Board ratified the wage scale, I certainly include the provision with reference to the two-period plan; that is included in the wage scale.

I couldn't tell the exact date when the list of plants that would be granted a scale to operate in the first period that is now in blast was distributed. I would say it was a couple of weeks before September 25th. The list of plants during the second period had certainly been

distributed. The copies of those lists are sent to our local president for distribution among the members; that means the presidents of the various locals, for distribution among the members. Copies are not distributed to the several manufacturers. Copies are furnished to the trade journals; but one of the trade journals published a list that wasn't correct. They had taken the list from a previous list that had been issued and they took out plants that they thought were not going to operate, but they had no right to publish anything like that because it wasn't authentic. The Workers' Organization makes [fol. 148] up and authenticates that list.

The list that went out to our local unions about two weeks before the 25th of September was not necessarily a list which had previously been passed upon by our Executive Board. We take it from the plants that are operated the previous year. There were two sets, one was Exhibit A.

We take those same plants, there were three or four plants on that list that decided they would not operate, taken from the previous year, with the exception of where we make a change. When the change is made the organization makes it. By the "organization" I do not necessarily mean the Executive Board. We put it up to the Executive Board this way: for instance, we say there is Mr. Hochstrasser and Mr. Zenor; they are both in the south west; we transfer, let Mr. Zenor operate, or we give him the scale for two successive periods in order to give all of our men employment in that district, and we do the same with Mr. Hochstrasser, and we do the same with Mr. Loria. After we did give Mr. Loria the scale for the second period of last year he shut down for about six weeks ahead of time. As to how we make sure we do not convey erroneous information to our locals, we don't put on the list anyone who won't operate; we try to find that out before we send out the list; we write to each manufacturer to find out if they are going to operate, and they tell us yes or no; and from that information we make up the list which is submitted to our local presidents.

[fol. 149] The National Glass Budget was the trade journal that published the erroneous list. I can't say that I took the subject up with them and endeavored to correct it; but I believe President Siemer did. I wouldn't say that the publication of an erroneous list injured the business of a man's company whose name did not appear on the list.

The paper handed me is an exact copy of the scale that was signed by the Buckeye Window Glass Company, Columbus, tendered to the companies in the first period. That was signed by every company which operated in the first period. Whether they could operate without signing it would depend on whether they could get men or not; that is, men from our union. I don't know if they could get enough men to operate in full. Of men that wanted to belong to the Organization, why, they couldn't. If a man works without a scale he automatically severs his connection with the Organization. If the workmen work at a plant to which a scale has not been granted, that would sever their membership in the Union. Those matters are provided for in our constitution and by-laws.

Mr. Shale: The Government will introduce as Exhibit Number 19 a copy of the wage scale which was presented to and signed by the twenty-eight manufacturers which have been and are now operating during the so-called first period. We desire to read into the record only one or two paragraphs at the beginning of the contract or agreement.

[fol. 150] "Wage scale, 1922 and 1923. The undersigned manufacturer operating a forty-two blower window glass factory located at Okmulgee, Oklahoma, agrees to the following wage scale and provisions: this wage agreement shall be in effect for the first period from September 25th, 1922, to January 27th, 1923, during which period the scale shall be in full force for sixteen weeks or ninety-six working days. It is agreed by those who recognize this wage scale that glass must be produced from the tank to which this scale is assigned. The three-shift system shall be established in all factories."

(Narrative continued:) This contract in every other respect is identical with the wage scale agreement introduced in evidence this morning, the only difference being it is in documentary form, and is limited to the first period and is the one actually signed by the manufacturer.

In the operation of the three-shift system, the tank begins on Sunday night at midnight and they operate continuously until Saturday at noon, and there are three turns; that is what we mean by three shifts, and as soon as one turn quits work another shift goes on. The hours of the shifts are seven and a half. They have to give time to the other shift to get their tools ready, get their blocks ready, and things like that.

I identify the pamphlet handed me as a copy of the wage agreement for the 1921-22 blast. I recognize that as the one where we took [fol. 151] a twenty-eight per cent reduction in wages. Our wages have been recently reduced.

In September, 1921, we accepted a twenty-eight per cent reduction, and in February, 1922, we accepted another thirty per cent reduction. That makes a total reduction of 49.6 per cent. That was under the two-period system.

In this new scale we got a five per cent raise.

Mr. Shale: I will introduce Plaintiff's Exhibit 20, copy of the wage scale, so-called, 1921-22 blast. I will read from the first paragraph:

"The undersigned manufacturer of glass located at — agrees to the following wage scale and conditions: this wage agreement shall be in full force and effect from September 6th, 1921, to December 19th, 1921, inclusive, during which period any manufacturer signing this scale shall operate thirteen weeks or seventy-eight days; and from February 15th, 1922, to May 17th, 1922, during which period any manufacturer signing this scale shall operate thirteen weeks or seventy-eight days. It is agreed by those who recognize this wage scale that glass must be produced from the tank to which this wage

scale is assigned. It is also agreed that this wage scale shall not be presented until the second period to any manufacturer who does not commence the first operating period on or between the dates of September 6th, 1921, and September 19th, 1921. Any manufacturer [fol. 152] who commences operations during the first period and is not able to continue in operation during the entire period the wage scale is effective, shall not be permitted to sign this wage agreement during the second period."

(Narrative continued:) I don't recall that that provision was incorporated in our present wage scale contract. I could tell you why that was put in there. That was put in there in order to get those plants to start as soon as possible. There wasn't any question about getting them started this last time, but we wanted them plans to start as soon as possible. There wasn't any reason at all why that provision wasn't incorporated in the present wage scale, because those plants, we wanted them to start that year just as soon as possible. This year we just left it out, anyway; there wasn't any of the plants contemplating laying off starting.

Cross-examination.

By Mr. Davis:

The Executive Board is made up of two artisans of each of the four crafts. Those men are actually workmen. They are men who were at the time actually engaged at their several crafts. The Executive Board and Wage Committee are all made up of actual workmen, but not salaried or office employees.

We took a wage cut in the year 1921 of twenty-eight per cent, for the first period, and we took a second wage cut February, 1922, of thirty per cent. The reason was because of importing glass from Belgium and a reduction in the selling price of glass. If we wanted [fol. 153] our manufacturers to continue in operation it was necessary for us to take a reduction in wages in order that they could meet with the machine competitors. The machine competitors were the American Window Glass Company, Interstate Window Glass Company and the Libby-Owens Company. They reduced their prices before this wage cut was made. It was following the reduction in wages of the machine made glass that our wages were cut to meet it.

I spoke of Mr. Quertinmont's factory being able to run only with a partial crew. The effect of running a factory with a partial crew is a loss to the company, because they must operate in full to keep down their overhead costs. It costs just as much to operate a plant if you only have one or two shops as it would if you had your full complement of workmen. He started with five shops.

A "shop" is composed of a blower and a gatherer; thirty shops in some plants, twenty-four in others and thirty-six in others, depending on the size of the tank.

In other words, a factory equipped with twenty shops, if they

only run ten of them, there is a large overhead idle expense on the investment. Practical overhead in the factory is the fuel and everything else around the factory. The tank must be completely heated to supply four shops just the same if they have one tank [shop] or thirty. The material in each tank is the same and the fuel cost is the same, and the office charges are the same. If you have twenty shops, you cannot heat up any section of them, four or five of them, you have to heat the whole tank.

[fol. 154] The capacity of the tanks is thirty-six pots. That means it requires thirty-six blowers and thirty-six gatherers, one-third as many cutters, and one-third as many flatteners. Originally glass was melted for blowing in large earthenware pots, just like the old fashioned copper kettle, only a good deal larger. Those pots were separately set in a room and a fire lit under each one of them. Then they developed a system of melting glass in a rectangular tank, a rectangular box much larger than this court room. The capacity of that tank was expressed in the terms of the number of pots. They took the old fashioned earthenware pot as the unit of measurement. I would say the old earthenware pot was about forty-two inches across and maybe about the same height. The capacity of the tank now is expressed in the number of those pots which could be emptied into them. Not one of those factories are operating today with those earthenware pots; it is all done now by brick tanks and the fire lights the entire tank. No one portion of the tank can be heated without heating the rest of it. It is just one large tank; it is a furnace, a large furnace. It is a rectangular box exactly — if you would take this court room and cut it off at the wainscoting here is the flat floor, here is the perpendicular side, and, of course, that is roofed over so as to keep in the heat, and in the sides are apertures through which the molten glass is drawn, and this whole tank is one sea of molten glass which is melted by the furnace [fol. 155] beneath. That is fed in at one end of the tank and flows continuously through the fire as glass is withdrawn, and sand and salt cake is added to the other end to add to the flux. You cannot melt any part of that unless you melt it all. If you let the tank cool down it spoils the glass in there and you have to tip it out and throw it away. When your fire is once lit you cannot cool it off during the season. When it is lit in November it continues until the factory is out of glass. I might explain it takes three weeks to get a tank in operation, heat the tank up gradually each day until they get it up to the correct heat, and it takes three weeks to do that. I don't just recall what heat it is to which the glass is melted. It is very high.

With reference to present conditions, as far as I know, these operators who are proposing to operate the second period have already heated their tanks. They must have begun heating them about two weeks and a half ago. I couldn't tell you just what the cost of heating the tank would be, but it would be in the thousands, I imagine. They have their glass melted in the tank by this time, and if that cools off it is a total loss.

If these factories of the second period are barred from proceeding and cannot get men to proceed with, I imagine the effect will be the ruination of some of these companies. They will lose what they have already spent in heating their tanks in getting ready to operate, as well as the molten glass that is in them. I know that some of those factories have taken orders based on their probable production [fol. 159] for the second period.

Cross-examination.

By Mr. White:

I found the letter which answers the letter hitherto unanswered.

(Letter dated December 14th to Fredonia Window Glass Company read in evidence, and is attached hereto and made a part hereof, marked Workers' Exhibit 1.)

[fol. 156] DEFENDANTS' WORKERS' EXHIBIT No. 1 TO REYNOLDS' TESTIMONY

Dec. 14th, 1922.

Mr. C. F. Lutes,
Pres. Fredonia Window Glass Co.,
Fredonia, Kans.

DEAR SIR:

Upon my return to the office I found your letters of December 4th, 5th and 7th awaiting my attention.

In answer to yours of the 4th in which you state you are short one flattener and several blowers so would say that we have no unemployed men on our list at the present time. We forwarded to you the names of Herman Becker and Wm. Stanley, two flattener members who have been out of employment, and trust you were able to secure the services of one of these men.

In your letter of the 5th you call my attention to a movement that seems to be on foot in that district among our members to have you continue operating your plant in the next period and that a committee called upon you requesting that you make an effort to continue in operation. In regards to this matter I wish to advise that there were several requests of a similar nature before the Executive Board at the last meeting and, while the Board laid all of these requests on the table until the next meeting which is scheduled for the first Saturday in January, I am frank to say at this time that the sentiment of the Board is that these requests cannot be granted because to do so would not be acting in good faith with those companies that are not operating at the present time. We are quite confident there will be a sufficient number of plants request our scale for the first period to take care of all available workmen and to issue scale to a greater number of plants than we are able to man would

be an injustice to those plants that have not operated during the 1st period.

The fact of their not operating has enabled the plants operating at the present time to secure an ample labor supply and they have every right to expect plants now in operation to go out of blast so that they will be able to secure a sufficient supply of men to properly man their plants. Also, from the view point of our members residing in those places where plants are not now in operation; they have a right to expect those plants to operate at least one period where they reside, and I believe you will agree with me that, if an attempt were made to operate all the plants at one time, the supply of men would not be great enough to reach more than half way round. Many of [fol. 157] the plants would not have sufficient men to justify them in continuing in operation and this would mean their elimination.

I note the committee that called upon you stated they would be willing to continue working there if the plant were continued in operation. It seems to me you have had enough experience with the workmen to know that you cannot place very much reliance in statements of this nature. I venture the assertion that eighty per cent of your workmen at the present time are hired at places where no scale will be issued for the second period and that the bulk of these men would leave for those places when the second period commenced irrespective of whether or not your plant operated.

What you say with regards to operating plants in periods may be true, but this will not apply for the present wage scale, which of necessity must be carried out as agreed upon as we do not propose to break faith with those manufacturers who have every right to expect an equal opportunity at the services of our members as those plants that operated the first period.

I note what you say with regards to putting in the machines and this is a matter over which we have no control. We do not propose to issue a scale to one company for a greater length of time than it is issued to another and, if this arrangement is not satisfactory and you believe the machine method would be more satisfactory, it is your privilege to adopt that method. However, I am quite sure if you do so, you will also find your troubles with that method.

In your communication of December 7th you bring to my attention quite a number of matters pertaining to our members who have secured advances for transportation and other purposes from you and have not continued in your employ so that the amount could be collected from their earnings.

With regards to the case of Frank Williams to whom you forwarded ticket to Point Marion and \$10.00 to Kansas City and who has never reported for duty at the plant, wish to say that we have three workmen on our records by name of Frank Williams. One is evidently now employed at your plant as he was issued a card to that local; the other was issued a card and is probably employed at Independence and the other is an apprentice who has had his paper since 1915 but has never been initiated and we do not know of his whereabouts at this time. If you can tell us who of these Frank Williams secured the amounts you claim, we will make an effort

to locate him, but if he is not a member of the Organization, or has not signed an order giving us authority to do so, we cannot collect the amount from him.

In regards to a certain Woodward, McGinty, Baehr, Davis, Kano, Shields, Smith, Burkhardt and other "jake-hounds" who have been with you, it seems to me that you know this class of workmen well enough not to have confidence in them to the extent of advancing them transportation. I quite agree with you that something should [fol. 158] be done with regards to this matter, but that something cannot be done at this office when we receive no assistance from the companies who are the victims of these men. I personally know that you have sent transportation to men from other factories and that they have left those places without working notice because of the fact that you advanced them transportation which enabled them to do so, and the same thing is true with regards to the men who leave you. They have no doubt been advanced transportation by other companies that knew they would leave you without working notice. It seems to me that the something that must be done should originate among the companies that are the victims. Apparently this question only applies to the western district and the manufacturers in that district should take care of this matter by declining to forward transportation and take men away from one another and they should also collect one another's accounts from our members.

If signed orders are forwarded to this office covering amounts these men have secured from you, the usual effort is made to collect the amounts, but we cannot guarantee anything in this respect simply because, when we notify a preceptor to make collections, the preceptor, not wishing to force the member away from the company, usually does not insist on the collection, and this occurs at Fredonia as well as at other plants. In most instances when collections are insisted upon, the member does leave the local without working notice and has no trouble in getting transportation to some other local, and if the matter is pressed there, he again secures transportation to still another local and it is impossible for us to keep tract of his whereabouts. This matter has become so disagreeable to us that I assure you this will be the last year we will enter into any kind of an agreement to collect indebtedness of our members. Advancing money to our members for transportation means nothing to this office other than a great deal of trouble and, as it only applies to the western section, I believe that section should take care of itself in the future.

Very truly yours, — — —, President. S.S.

The fact being that fifty-six plants were proposing to operate, indicates that about nine plants of the sixty-five apparently did not voice a desire to operate. That was due to no refusal of ours to furnish labor to them, but was due to personal reasons of theirs.

On November 1st, 1919, the membership voted on the two-period plan of operation and the vote was 1,180 for and 614 against. On November 20th, 1919, there was another ballot taken on it and the vote was 1,421 for and 367 against. And on December 4th, 1920,

there was another vote taken on the proposition and the vote was 1,332 for and 555 against.

The Premier Resolution is the first resolution in which the men signified their approval of the one-period plan. I know the Premier Resolution merely asks the members of the Wage Committee to use their best efforts to secure a one-period plan. The Committee did not make such an effort with the manufacturers because they knew they get more work with a two-period plan in operation. They get more work, and we know we couldn't man half the plants; there are twenty-eight plants now in operation and there are just enough men [fol. 160] to man twenty-four and two-thirds plants.

The Executive Board don't have anything to do with the Wage Committee. It is the Wage Committee that settles that question. The Wage Committee took the attitude they would get more work with a two-period plan in operation. They knew they would get more work, and it keeps hand glass on the market the year around.

Our records show that when the plants operated one period, as we call it, that they never operated any longer than twenty-eight weeks and as low as twenty-two weeks, while in the two-period plan we have operated as high as thirty-eight weeks and this year we will now get thirty-four weeks.

It would be better for the men if they could work forty weeks in one plant. I am comparing conditions under our present wage scale with a condition at some other time when we were operating under a different system, and under the different system at the former time the men did not work continuously thirty-four weeks. They are operating thirty-four weeks this year because the first manufacturer will operate sixteen weeks and the second manufacturer will operate eighteen weeks; but no manufacturer will operate sixteen or eighteen weeks unless he has a market for his products. If they have no market for the product they shut down. We got a telegram this morning—one of the letters Mr. Shale read this morning—Mr. Kell, of Wichita Falls—stating that that plant would shut down this Saturday without notifying the men.

[fol. 161] I would say that the hand blown product is superior to the machine product. I can tell the two apart.

To my knowledge, with the exception of the period of 1920, during which building operations resumed in a substantial magnitude, there has never been a shortage in window glass in recent years in this country.

The industry does not work in summer, during the months of June, July, August and September.

Q. Reference was made in one of the letters read by a Texarkana manufacturer that he would be enabled to work two periods if allowed so to do with the men there. Is it a fact that not more than about a third enough men reside in Texarkana to man the plants there?

A. I would say not that many. Every factory anywhere, in every town where there is a factory, there is not enough men to fill the plants of about the same percentage, I would say. I am mistaken in

this, Mr. White: at first all of the hand glass plants were located in the states of New Jersey and New York and Pennsylvania, and the workers have to follow the factories around; wherever the natural gas is the men have to go there, and lots of those York staters and Jersey men, and Pittsburgh; there was one time thirty-two factories in Pittsburgh, too. There isn't a factory there now; and the same thing in Indiana, all those workmen, they still live in those towns, but they have to go away from home to work both periods.

Q. If all the plants in the second period were working and fully manned, and there were more men needed, in other words, there [fol. 162] were not enough factories in that period to employ all of your men, would there be any objection to arrangements being made whereby those men who were not needed in that period could work for other plants?

A. We would put another plant in operation to take care of those men.

Q. Your intent being to absorb your labor?

A. Yes, sir.

(Narrative continued:) It is all piece work; the men are paid for every bit they produce. They are working seven hours and thirty-five minutes, three shifts; whereas some time back they worked four shifts or less than six hours per day.

I gave the percentage of 49 6 per cent in respect to wage reduction. The reduction in dollars went from about a dollar and a half per hundred foot to 75.3 cents.

Reference was made to an attempt to penalize the manufacturers in 1921 if they did not start their period promptly by September 19th. That was due to the fact that during the preceding eight months all factories had been completely shut down. The reason that penalty was not put in the 1922 scale was that there was no necessity for it, they were in operation.

During the time of the cut from a dollar and a half to seventy-five cents, the cutters and flatteners took a reduction in the machine plants of about the same percentage, I would say. I am mistaken as [fol. 163] to that; their reduction was twenty per cent less than ours.

From my contact with the men in my Union—personal contact and correspondence contact—I have not heard any member complain that he was leaving the Union or the industry by reason of the two-period plan. I have had many reasons assigned for leaving, and those are confined solely to wage reductions. I have some of those letters and correspondence with me from our members.

As to the proposition of working forty weeks in one place being just as good as working twenty weeks in two places, of course, that is true if that could be effected.

Our Wage Committee proposed the two-period plan last summer, 1922. No position was taken by the manufacturers in regard to that before the negotiations started.

Redirect examination.

By Mr. Shale:

With reference to the 49.6 per cent cut in wages, I do not recall a cut of that magnitude ever before in the history of the industry within a comparatively short time. That is the severest cut the window glass workers have ever been subjected to, to my knowledge.

The Court: Well, I presume that was due to the fact that during the war and the period shortly following the war, during the high prices, you were able to put your wages for piece work up very high and after you took this forty-nine and a half per cent cut it was still higher than it was when you started to raise them, along about 1915 and '16?

[fol. 164] The Witness: Well, I wouldn't say we were still above that, your Honor, no.

The Court: But in the same neighborhood?

The Witness: Yes.

(Narrative continued:) The window glass workers do not usually want to work during the months of June, July, August and September, but when it becomes necessary they do it. The present scale starting on September 26th and running over to June 11th,—it is possible they intend to work until June 11th this year; that is eleven days into the heated term. There will be quite a number of members that won't work into that, because every year as soon as it starts to get warm, even in April, the Jersey men and the York staters go back home. During those four months some of the Jersey men fish for oysters and fish, and they have gardens down there.

Belgium glass is produced by hand. I think they are producing some machine glass now. I can't say that I know how much Belgium glass is brought into this country every year. I don't recall the tariff on glass offhand. I know the tariff has recently been increased during the present administration. I know the price of glass went up after the tariff was put on.

The cost of firing up a tank is a very considerable factor in the cost of production. It was brought out that the group B, or second period operators, have already got their tanks fired up, and if they cannot operate that expense will be a total loss. After the group [fol. 165] A companies' plants cease operation they make cullet for three or four weeks. They have to make that cullet in order to get ready and place the plants in operation the next year. That is almost a total loss; they have got to have that cullet or buy it.

A number of these manufacturers have two plants, two units and they operate one unit in one period and one unit in the second period. They virtually cross the street and light up another fire in the other tank, but I couldn't say whether they just cross the street or not; I don't know just how their plants are situated.

I will name you the ones that have two unit plants. There is the Allegheny Window Glass Company, at Port Allegheny, and the Eldred at Punxsutawney, only there are two different companies.

two plants in that town; one is called the Eldred Window Glass Company and the other is called Elk Run. The Empire Window Glass Company, the Harding Window Glass Company at Fort Smith, Arkansas; there is the Indiana Window Glass Company at Vincennes, Indiana—they have two plants there, only one is known as the Blackford. I judge they are two different companies, too. The Jeannette Window Glass Company, at Jeannette, Pennsylvania, has two plants known as the Jeannette Window Glass Company. The Royal Window Glass Company at Grafton, West Virginia,—they have two plants there, but I judge they are two different companies, because one of them is known as the Southern Glass Company. I judge they are two different companies.

The Court: That just leads us to where I supposed we would get [fol. 166] to, that this witness is really not in a situation to give us other than misleading or hearsay information on that subject.

Mr. Davis: I think his testimony on that subject had better be stricken out, your Honor.

The Court: Well, I don't know as I can erase it from the record, but I can't see that it has any probative value on the proposition that is in question here.

Mr. Shale: What we seek to establish, your Honor, is that where a plant or factory has two units, as some of them undoubtedly do, it would be an economic waste to fire up a second tank when the first tank was already heated.

The Court: I know, but he undertakes to give us names and then says there are two factories and they are under different names, and he doesn't know whether they are the same or not, and it is obvious he would not know unless by hearsay. I think if you want any information of that kind you should go to a better source than this witness. The least he could probably know would be that he dealt with the same persons representing two different factories and from that he might infer that they were the same.

The Witness: That's right.

The Court: But whether they were separate corporations or sep-[fol. 167] arate owners, he probably couldn't know that. Don't you think you can cover that better by somebody else?

Mr. Shale: Yes, your Honor. There is only this: it might be possible to establish by Mr. Reynolds, in view of his association with the Manufacturers' Wage Committee,—perhaps Mr. Reynolds knows which of the [members of the] manufacturers' Wage Committees have two plants. If you are positive that you know, we would like to have it, otherwise say so.

The Witness: Well, Mr. Scohy is president or secretary of the Independent Glass Company, at Sistersville, and the John B. Scohy Glass Company at Sistersville; and Mr. Bastian is connected with the Blackford Window Glass Company and the Indiana Window Glass Company; and Mr. Hilton has two plants at Fort Allegheny. Mr. Harding has two plants. One of Mr. Hilton's plants now is a machine plant and is not involved in this controversy at all in any

JOSEPH SLIGHT, a witness called by plaintiff, being first duly sworn, testified as follows:

Direct examination.

By Mr. Pilliod:

My name is Joseph Slight and I live at Columbus, Ohio. That has been my home since March, 1907.

My employment is that of window glass blower and I have been [fol. 168] engaged in that craft twenty-five years or more. I am a member of the National Association of Window Glass Workers and hold the office of National Treasurer in that Association. I have held that office seven years the first of July coming. I have a large acquaintance among the window glass workers of this country, and was a member of the Association at the time a number of referendums were taken on the subject of the two-period system during the years 1919 and 1920. Those referendums were taken in separate local

I am a member of the Executive Board as National Treasurer. I have a voice but no vote. The president made a ruling that I was to be present at all regular Board meetings, that is the understanding. The regular meetings occur once a month, and I participate in the discussions. I was a member of the Executive Board during 1919 and 1920, and participated, as the Treasurer, in the meetings and discussions during that year, with a voice but no vote. In 1919 and 1920 Joseph M. Neenan was president.

I am not positive as to the Executive Board making any representations to the locals as to the effect of a two-period plan, any benefits that might accrue, or disadvantages, to the workmen generally. I am not positive of their communicating with the locals in any way on the subject of referendums. I am not positive if the president did so.

I would judge Mr. Neenan is still a member of the Association. He holds no office in an official capacity. His home, I believe, is in Shreveport, Louisiana. He is a general superintendent or some [fol. 169] thing of that nature with the Libby-Owens, or the United States Sheet and Window Glass Company, which is a machine plant.

As to window glass workers generally having other employment since we have been having such long intermissions between our work, we have usually gotten out and learned other vocations, such as cement plastering, paper hanging, painting, little farms and such as that.

The membership of the Association has decreased approximately fifty per cent. in the last five years. I judge in the neighborhood of one thousand of the four co-ordinated crafts that make up the workers' association have left the Association during the last year, and have gone into other lines of employment. I can't say just during the last year, but approximately during that time.

The Executive Board is not obligated to present a wage scale to any certain manufacturer who requests it, by virtue of any agreement that I know of with the manufacturers. If a manufacturer asks for

wage scale under the present agreement, so far as I know, it can be refused. They have been refused. I don't know whether they can be refused legally or not. I know of no agreement with the manufacturers that would prohibit the refusal. Usually, as a rule, the question of submitting a wage scale to a manufacturer, or of accepting a signed wage scale from a manufacturer, is for determination by the Executive Board.

[fol. 170] I know of an instance where a manufacturer was refused a wage scale during the time I was a member of the Executive Board, and that was Mr. Bartram of Columbus, who represented the Buckeye Window Glass Company. He was refused an agreement about the annual meeting; I think it was about the 4th of November of this past year, because it has been an understanding that they should have the scale for the one period. It was because he wanted the scale for a different period than when it had been allotted to him. He was awarded the scale for the first period and he wanted to work both periods, that is the new period coming; That was the ground of the refusal to him. That is just like a number of cases we have had. I think Mr. Zenor was refused a scale for a period to which he was allotted; I am not positive. I think he is here, he has been here. I don't believe I can recall any other cases.

If an operator were to operate his plant during a certain period for which he had signed the wage scale, and then were to continue the operation during the second period with non-union labor, as to whether that would preclude him from getting a wage scale when he again applied for it,—we have very few non-union men in the country and he couldn't obtain enough to operate his plant successfully outside of the union.

[fol. 171] EMERSON VON Scio, a witness called by the Government, being first duly sworn, testified as follows:

Direct examination.

By Mr. Pilliod:

My name is Emerson Von Scio. I live in Quaker City, Ohio, but am not employed there. I have been employed by the Buckeye Window Glass Company until the 7th of January, when I laid off sick, and I haven't returned to work. The Buckeye Window Glass Company is Mr. Bartram's plant, located in Columbus. I am a flattener and a member of the Association. I am also a member of the Executive Board, by appointment. I believe it was the 11th or 12th of September of last year when I became a member. I wasn't a member before that.

I was not a member at the time the two-period resolution was forwarded to the Board. I have heard that resolution discussed, before and after I became a member of the Board, but primarily after. I was not a member of the Wage Committee. The greater part of

the work of the Executive Committee, as to the discussion of the question of the last September agreement with the manufacturer, had been done before I became a member of the Board. The agreement was concluded at a meeting we had during that session, during the session that was going on at that time, after I was a member.

I don't think the agreement was ratified by our Executive Board. I am not sure.

[fol. 172] Cross-examination.

By Mr. Davis:

I live in Quaker City, Ohio, and have held my residence there, with the exception of two or three years, at various times, since about forty years ago. I have a family and home there. My occupation during the forty years has been a window glass flattener.

During that forty years I have never worked at Quaker City in years at my trade; I have been journeying. I can't remember how many factories I have worked in in that time. Since I started to flatten there are a number of them, I would say fifteen or eighteen since I have been in the glass work.

When I started in the factory at the Quaker City Window Glass Company, I worked there, I think, four years. One fire they didn't start, from trade conditions. I didn't understand the business very well at that time, but they didn't start, and I secured employment at Selina, Ohio, and from there I went to Hartford City, Indiana. From Hartford City I went to Dunkirk; from Dunkirk to Muncie. And that brings it up to 1900, when the flatteners and cutters had a difficulty, and I refused to work under the scale at that time and went to work at Barnesville, Ohio, under the independent organization, called at that time. From there I went to West Virginia, in two or three different factories. I have been working at the Buckeye a part of this period only. I did not cover all of the glass blowing territory to Indiana and back again; pretty near. The large [fol. 173] part of the time I have had my residence and home at Quaker City. There would be times when there would be an opportunity for a long fire, like at Muncie. I recall working there ten months at one fire and nine months at another fire, and eight months another fire. During those times I left Quaker City and took my wife and family and lived at Muncie. But, of course, when the factory closed in the summer, we would go back and spend the vacation at Quaker City. Those long fires at Muncie were before the machine came into the field at all. We haven't had those long fires since the machine came in; they are gradually growing shorter.

As a broad thing, it is true that a great many men in the glass industry move frequently from one point to another in the country to work. A while ago I got in the factory in the town where I lived as a boy; then as that factory became obsolete—it was a big furnace—and as that became obsolete, I went to other places to procure employment, but still have retained my residence where I previously lived. A great many men are of that kind.

Further cross-examination.

By Mr. White:

Back during the one-period plan I was not in the habit of from time to time working in more than one plant during one year, unless something should occur, factory should close down, or should become dissatisfied and quit; but generally we finished the fire where we first started. That fire didn't run a year. We did not usually work in [fol. 174] more than one place in a year. Where there was one fire in a place—I generally worked one fire in a place; that would encompass the whole year.

J. R. JOHNSTON, Jr., a witness called by the Government, being first duly sworn, testified as follows:

Direct examination.

By Mr. Pilliod:

My name is J. R. Johnston, Jr. I live at Pennsboro and am in the window glass business at the Johnston Brokerage Company. My business is to broker window glass. My father was in that business before me and I was in business with him, but not all the time; from about 1915.

As a broker, I did not deal exclusively in hand-blown window glass. At the present time a very large percentage of my business is hand-blown, but in the past we have sold considerable machine made window glass. We have also sold some plate glass and also some roofing glass. I have business relations with a great many hand blown manufacturers in the United States, as a broker. There are also some hand-blown manufacturers we have no business relations with.

We don't have a warehouse; we simply take orders and send them on to the manufacturers. We get orders through our salesmen, and keep a record of the consignee, the purchaser to whom the glass goes. I know the name of the manufacturer who ships it.

[fol. 175] A large percentage of the hand-blown glass in which I deal as broker is shipped in interstate commerce—the greater part of it. I wouldn't care to make any statement as to percentage shipped without looking up the records. I would think more than half, offhand.

Cross-examination.

By Mr. Davis:

I have no statistics of my own as to how much of the production of window glass in this country is made up of hand-blown.

HERMAN BECKER, a witness called by the Government, being duly sworn, testified as follows:

Direct examination.

By Mr. Pilliod:

My name is Herman Becker. I live at Vincennes, Indiana, and am employed as a window glass flattener in a plant at Vincennes. I am working at Vincennes now and have been working there about six weeks. That is also my home.

I have worked at other plants besides Vincennes. I worked at Vincennes about three years ago and left there, and went from there to Danville for a short period, and then went to Independence, Kansas, and finished that fire there. The next year I started the blast at Pennsboro, and from there went to Fort Smith, and from there went to Shreveport. Pennsboro is in West Virginia; Fort Smith is in Arkansas; Shreveport is in [Louisiana]. That was all in [fol. 177] one fire. That was during the period of the two-period system. Prior to the two-period system I worked at Vincennes.

I never had occasion to leave Vincennes prior to the two-period system to find employment as a window glass worker. I stayed at Vincennes. I had steady employment there under the one-period system.

I am an Executive Board member of the Window Glass Workers Association, and have been a member of the Executive Board about four years and a half.

I have introduced a resolution in that Board to abandon the two-period system and return to the one-period system. The copy of resolution handed me is a copy of my resolution introduced March 26th, 1922. It was known as the Liberty Resolution. That was voted on by the Board at that time. It was a resolution sent to the Executive Board by a local located at Clarksburg. I was employed at Clarksburg at that time. There were a couple hundred members employed in that local at that time.

I associated a great deal with the workmen since the two-period plan has been in effect. In my opinion, a great many of them have left the Association since the two-period plan. I have known some who have left.

(The said copy of resolution referred to was marked Plaintiff Exhibit 21, and is attached hereto and made a part hereof.)

[fol. 176] PLAINTIFF'S EXHIBIT No. 21 TO BECKER'S TESTIMONY

Clarksburg, W. Va., March 26, 1922

To the Officers and Members of the National Window Glass Workers
BROTHERS:

Whereas, we, the members of the Liberty local, believe that working conditions are going from bad to worse, and

Whereas we believe a change of conditions are necessary, and
 Whereas, most of the bad conditions are caused by the two working period and four shift system, and

Whereas we believe that if the two working periods are abolished that the working conditions will again be made better, and

Whereas we do not any longer believe that the greater earning power which is claimed for the two period working arrangement overcomes the extra expense and troubles that our members are put to, therefore

Be it resolved, that after the passage of this resolution that the two working periods be discontinued in the making of the next wage scale as far as the workers organization is concerned and that the wage scale be given to any plants that want to operate and can operate within the reasonable time of the year or blast for which the scale is made. Laws conflicting with this resolution to be repealed.

This resolution acted upon by the Liberty Local March 26, 1922, at a regular meeting.

H. Becker.

This resolution read and unanimously concurred in by the members at a regular meeting held March 26, 1922.

A. H. Omlor, Local President. Geo. Lambillotte, Local Secretary.

I was a member of the Executive Board at the time the present agreement was entered into. That was not ratified by the Executive [fol. 178] Board. It was voted on. The result of the vote was a non-concurrence in the ratification of it. There were two voted for it and six against it. All the members of the Board were present at the time. What I am referring to is the ratification of the wage scale of the two-period plan. It was concurrence in the Wage Committee's action up until that time. Now the Wage Scale hadn't been completed yet at that time, but it was at the time of a joint session between the Wage Committee and Executive Board, and a motion was made to concur in the Wage Committee's action so far, on account, I believe, that the question of the two-period system was involved at that time. That motion did not carry. The vote was six to two on that motion.

As to what happened in our Executive Board meeting as to the wage scale and two-period agreement, in the latter part of August and the early part of September of last year, the Board did not concur in it, and you will find in the minutes, your Honor, that the Board did not concur in the Wage Committee's action at that time.

I understand that the Executive Board has no voice in the making of the wage scale, but at this time they had been asked for their concurrence in the Wage Committee's action. We didn't concur. My understanding is that the Wage Committee went ahead on their own responsibility, or by virtue of their own power or duty, and made this wage scale of the two periods such as we have now in force. It is not within the province of the Executive Board to veto [fol. 179] what they did. The question has been up before the

Board for discussion on that point, and it has been told to me it was just a matter of policy of concurring in the Wage Committee's action. On this occasion the Board did not concur.

The Court: Do you have anything?

Mr. Davis: This is dated Monday afternoon, September 11. "The joint body reconvened at 2.30 with President Siemer in the chair and all members present. President Siemer asked if it was the desire of the joint body to send out a Wage Scale without the signatures of the Manufacturers' Committee. He asked for an expression from each of the Board members and the consensus of opinion was that it was not the desire that a Wage Scale be sent out without the manufacturers' signatures, if it were possible to effect a settlement with the Manufacturers' Committee. On motion, it was decided that the joint body adjourn in order that the Wage Committee might take up the wage question. The motion carried and the joint body adjourned at 4.30." The committee took up the wage question, and a telegram was sent to Mr. Bastin, chairman of the Manufacturers Committee, reading as follows: "Mr. Frank Bastin, Vincennes, Indiana, and Congress Hotel, Chicago, Illinois. As a result of joint conference of Board and Wage Committee, settlement can be effected on basis of five per cent increase over last period scale. Gatherers to receive eighty per cent as much as the [fol. 180] gross earnings of the blowers' wages. This proposition made contingent only on your acceptance. In all of our propositions to the manufacturers a clause was embodied, stating that in the event of an increase in the selling price of glass, the committee were to be called together for the purpose of revising the scale, and the manufacturers had agreed to this scale; therefore, this clause was not embodied in the telegram." That seems to be—

The Court: All you find in the minutes on that subject.

Mr. Shale: If your Honor please, that occurred prior to September 16, the date on which the contract was consummated, and what we are seeking to prove is that after the contract had been entered into and agreed upon on September 16, 1923, there was a joint meeting of the Wage Committee of the Workers Association and the Executive Board and the question of the ratification of the action of the Wage Committee's agreement on this two-period plan was submitted to the Board, and they, by ballot of six to two, refused to ratify. Now, that is the something the minutes will not show. We are trying to go outside of the minutes. There is not a single record kept of the entire proceedings.

The Court: What would you claim for it if you might prove it? [fol. 181] Mr. Shale: We would claim that the express wishes of the members of this organization are not being carried out by the officers in charge.

The Court: Well, how does that affect the thing one way or the other?

Mr. Shale: Merely lends color to it.

Mr. Davis: You don't charge that in your bill.

Mr. Shale: You mean that it wasn't ratified?

Mr. Davis: Yes.

Mr. Shale: Certainly not.

The Court: He does not claim it was or was not ratified?

Mr. Shale: No; it merely lends color to this.

The Court: The lawsuit is based on the assumption the laborers are all organized into a union, a closed union, and that they have this agreement with the manufacturers and that this agreement is in force, and the result of this agreement being in force and observed both by the manufacturers and by the workers creates a conspiracy in restraint of trade. Now, to say that some wrong had been done, or some breach of duty by the elected representatives of the members of union in carrying out that agreement, would that make it any more unlawful or any less unlawful if true?

Mr. Shale: It would not make it any more unlawful. This is [fol. 182] being introduced solely for the purpose of color, to apprise the Court of the fact that, according to the contention of the Government, this industry is in one respect being carried on in violation of the law and against the wishes of a large percentage of its membership.

The Court: Suppose it is against the wishes of a large percentage; that is to say, they entered into the agreement against the consent of a large percentage of the members. Suppose that is true. I have difficulty in perceiving how it affects the legal questions involved.

Mr. Shale: Well, we concede, your Honor, that it does not affect the legal question involved; we merely introduce it for color.

Mr. Davis: What has color got to do with it?

The Court: That is something I don't see quite the purpose of.

Mr. Shale: For the enlightenment of the Court. We want the record to show the condition and all the facts and circumstances surrounding this alleged unlawful two-period plan. And I might say we have put in as much along that line as we intend to put in.

The Court: If that is true—that is to say, if you are not going to go into the inquiry, and I do not have to decide a close question of [fol. 183] fact upon the recollection of persons, it will be a very simple matter to let you show what you want to show on that subject matter. I frankly don't see that that bears on the lawsuit here.

Mr. Shale: It would not affect the question of legality one way or the other; we concede that.

The Court: It would not make it any the more or less illegal.

Mr. Shale: Certainly not. It is either lawful or unlawful.

The Court: Whoever did it must have had a right to do it, and whoever did it, it is in force and being enforced, if that makes a case, you have one. Have you found anything more, Mr. Davis?

Mr. Davis: I have found nothing more. Although there are two clauses here which I think ought to be read: "Minutes of the Executive Board Meeting October 6, 1922. The Executive Board wishes to go on record to the effect that, in their opinion, the protest submitted by the Committee representing the Harding and Model locals is unwarranted; that the President and Wage Committee did use their best efforts in the interest of the membership, and that the

results obtained are all that could be expected under the conditions existing within the industry."

Now, on November 4, I find this entry: "Meeting of the Executive Board".

[fol. 184] The Court: At these meetings, show who was present.

Mr. Davis: Meeting of October 6. Present: President Siemer in the chair, and the following members present: F. F. Campbell, Charles Brigode, George Becker, George Walker, A. G. Monroe, Fred Mayeur, Emerson Von Scio, Herman Becker, this witness, Joseph Slight, Treasurer.

At the meeting of November 4, President Siemer in the chair; and present: Messrs. Campbell, Brigode, Becker, Walker, Monroe, Mayeur, Von Scio, Herman Becker, this witness, and Joseph Slight, Treasurer. I find this entry: "A letter was read from the Buckeye Window Glass Company, Columbus, Ohio, asking that a wage scale be presented to them in order that they might continue in operation during the second period. On motion, this request was refused. Bro. Walker, cutter member, wishes to go on record as voting against the motion."

The Court: All right. I understand now. If you have something further you want to put in from this witness, let us have it.

Mr. Shale: We haven't anything further.

cross-examination.

By Mr. Davis:

I live at Vincennes, Indiana, and have made that my home for about twenty years. I have a property there and a family. During [fol. 185] that twenty years I have worked in eight or ten, or twelve, different glass factories in the states of Ohio, Indiana, West Virginia, Kansas, Arkansas and Louisiana. That is practically the whole glass blowing district now.

The first place I worked away from Vincennes was when I left there three years ago. It has been about eighteen years ago when I first went away from Vincennes to work at the glass industry. I started in Sandusky the first year, and from there I went to Princeton, after the Princeton plant got in operation. It was necessary to go to Lagoda before that blast was over with. I worked in three factories that year. The next year I went to Princeton, I started in Princeton again. Then after I was through blowing at Princeton I went to Vincennes; I believe I finished that fire at Vincennes. Then I went to work the next year at Vincennes. I don't remember how many years I worked at Vincennes consecutively before I went somewhere else again; it has been so long ago that I can't remember just what my movements were at that time. The year before the war I worked at Vincennes, and the year before that. Right at that time I had worked there about two years. I had been living at Vincennes all the time. I have been out of the factory for a period of about four years. I was in the show business, the moving picture show business, owning my own moving picture show.

Redirect examination.

By Mr. Pilliod:

I worked at Vincennes prior to the two-period plan. During some [Vol. 190] twenty years I worked in various places and various plants. I did not always make my home in the town where the plant was located when I worked there.

P. E. HOCHSTRASSER, a witness called by the Government, being first duly sworn, testified as follows:

Direct examination.

By Mr. Shale:

My name is P. E. Hochstrasser. I live at Poteau, Oklahoma. I am a manufacturer of window glass, the name of my company being the La Flore Glass Company. I am president and general manager of that plant.

My factory is in operation at the present time. I signed a wage scale authorizing me to operate from September 26th to January 27th. I will shut down on January 27th, if I don't get a wage scale to run the next period. I have made an application for a wage scale.

I identify this correspondence shown me as correspondence passing between me and the National Window Glass Workers on the subject of granting me a wage scale for the second period.

(The Government thereupon offered in evidence as Exhibit Number 22 four letters passing between Mr. Hochstrasser and the Workers' Organization, dated November 13th, November 16th, November 28th and December 7th, 1922, which letters are attached hereto and made a part hereof.)

[Vol. 186] PLAINTIFF'S EXHIBIT No. 22 TO HOCHSTRASSER'S TESTIMONY

Nov. 16th, 1922.

La Flore Window Glass Co.,
Poteau, Okla.

GENTLEMEN:

Your letter of the 13th instant is received advising me that a letter addressed to the Big Horn Glass Company, Poteau, Okla. reached you. This was a mistake as the latter should have been addressed to Powell, Wyo., and was one of a number of circular letters issued to all factories listed to receive a scale for the second period.

In regards to the matter of your plant receiving a scale for the second period, wish to advise that it is my intention to visit the west-

ern district and I am leaving the office tonight on the trip. I will be in Poteau about November 28th at which time I will be glad to take this matter up with you.

Very truly yours, — — —, President. Bd.

[fol. 187] All contracts subject to strikes and accidents beyond our control.

Le Flore Glass Company,
Manufacturers Hand Made Window Glass

Poteau, Okla., Nov. 13, 1922.

Mr. J. M. Siemer,
Pres. National Window Glass Workers,
Cleveland, Ohio.

DEAR SIR:

We have your circular letter of November 9th with letter head addressed to Big Horn Glass Company, Poteau, Oklahoma with envelope addressed to our company.

We would like a little information ourselves concerning the prospects of our company operating the second period. We are still confronted with a shortage of men, having about thirty-five shopmen present, so it will be pretty hard to figure any profit under these conditions with a sixteen weeks' run.

We have many inquiries from our workmen regarding the opening of this plant during the whole winter, so we hereby make a request for a scale for the next period.

Awaiting the favor of an early reply, we remain,

Yours very truly, Le Flore Glass Co. P. E. Hochstetler,
Mngr.

[fol. 188]

Dec. 7th, 1922.

Le Flore Window Glass Co.,
Poteau, Okla.

GENTLEMEN:

Your letter of the 28th ultimo addressed to myself and Executive Board, pertaining to the small amount of production you have been able to secure at your plant and also information we had at this office along the same lines, was presented to the Executive Board at the meeting on the 2nd.

There were eight or ten requests of a somewhat similar nature and the Board decided that it would be impossible to render a decision on the requests at the present time because of not having definite information as to which plants will request our scale for the second period. We are endeavoring to secure this information at the present

ent time and a decision will be rendered at the next Board meeting which was scheduled for January 6th.

However, I have decided to call the meeting a week earlier, which will make it December 30, so that these matters can be decided at an early enough date to make it possible to carry out whatever decisions are rendered.

Assuring you of my best wishes for your success, I am
Very truly yours, — — —, President. S.S.

[fol. 189] All contracts subject to strikes and accidents beyond our control.

**Le Flore Glass Company,
Manufacturers Hand Made Window Glass**

Poteau, Okla., November 28, 1922.

To the President & Members of Executive Board National Window Glass Workers Ass'n,
1103 Ulmer Bldg.,
Cleveland, Ohio.

GENTLEMEN:

During the recent visit of your President, Mr. Seimer, we discussed the matter of granting a scale to The Le Flore Glass Co. to continue operating after the expiration of the present scale.

Our production so far has been away short of what it should be which of course means greater cost of production making the earnings very small for a short run of sixteen weeks.

At our rate of production, owing to the shortage of workmen, we will not be able to fill all orders we have booked up to end of this period.

Owing to this shortage of workmen we are not able to make our share of the production that we are entitled to so we therefore request a scale to continue operating our plant after January 27, 1923.

Mr. Seimer can explain to the members of the Executive board some of the difficulties that confront us, situated as we are, so we ask that our request for a scale be given full consideration at the next Executive Board meeting and that you inform us as to what action you have taken in this matter.

Yours very truly, Le Flore Glass Co. P. E. Hochstrasser,
Pres.

I have not received any intimation I will be granted a scale to [fol. 191] operate my factory in the second period. I still desire to operate it in the second period. I will operate it if I get a scale. I don't think I can operate without a scale, because the members of the National Association of Window Glass Workers will not work for any company that has not been given a scale. I cannot get

other men to do that kind of work who are not members of the Association. I don't know of any workers I can get for that kind of work except from the Window Glass Workers Association.

If I had a full complement of men, in four months, I would produce about 75,000 boxes. I could produce about eighty or ninety thousand boxes in eight months.

The investment in my plant is about \$235,000. You cannot operate a plant four months a year with an investment of \$235,000 and make enough money to permit it to remain idle the rest of the year; you cannot make any profit. There is one unit in my plant.

We have a forty-eight blower capacity plant.

With our cheap rate of gas, it costs us about \$2,000 to fire up the tank in our factory. The expense varies in different sections of the country. The firing up consists of the heating up and filling up the tank with molten glass until it is ready to flow. They call it heating up. It takes about twenty days to heat up before the mass is ready for flowing. Our tank is equipped for natural gas. We are very favorably located from the standpoint of costs of production in that we have cheap gas. They charge eight cents for a thousand cubic feet of gas.

[fol. 192] If I could obtain the services of as many workmen as I desired and there were no restrictions whatsoever, I would operate my plant maybe six, seven to eight months.

About eighty to ninety per cent of our product goes into interstate commerce, goes outside of the state.

I have attended the meetings of the National Association of Window Glass Manufacturers. I have never written in, put my name down as a member. I attended the meeting at Cedar Point last summer. I couldn't say I was a member of that Association. It is not my understanding that that Association enters into a wage agreement with the workers and that I am bound by that agreement. At the Cedar Point meeting I requested the meeting not to make another wage scale, no two-period wage scale, restraining wage scale like heretofore; that there would be an indictment against them if they wanted to do it and I didn't want to be a part of it. I didn't feel this Manufacturers' Wage Committee was representing me when they entered into this wage scale; that was against my protest.

I was obliged to sign the wage scale before I could operate. I couldn't operate if I didn't sign the wage scale.

In the event I don't get a new scale, my plant will remain idle eight or nine months after January 27th. I have no assurance I may get a scale in eight or nine months. On January 27th my factory becomes idle indefinitely.

We did not operate that factory during the war; we built the factory in 1920. I operated a factory in West Virginia prior to the [fol. 193] war and operated one period. We operated from seven to eight months, sometimes nine months, before the war. One year we operated all the way through. I am not sure what year that was, 1910 or '11. We operated all the way through, summer months included.

I don't have exact information as to the total production of

blown window glass prior to the war. If there were no restrictions upon our activities, artificial or otherwise, as to whether we would operate just as long now as we did before the war, would depend largely on conditions—if you could sell the product. We have not experienced any difficulty in selling our glass recently.

When our factory closes down, if it does close down on January 27th, I will have some unfilled orders on hand. Those unfilled orders will go largely into interstate commerce. I will have to transfer them to some other factory if I am obliged to shut down. We will transfer them ourselves. When we have had unfilled orders at the end of our period during the previous years, while we were operating under the two-period system, of course, the jobber we have the orders from, he generally places them; he usually protects us.

We sell our output largely through a jobber, the Pittsburgh Plate and Johnson Brokerage Company. We did make some direct sales.

I have considered the advisability of building a second unit in order to be permitted to operate in both periods. I haven't built [fol. 194] but if the two-period system stays in operation, we will have to consider that question very seriously and try to raise money to build another plant in order to get two periods, and if we don't do that, we can't stay in business; we have to get out pretty soon.

Cross-examination.

By Mr. Davis:

I went to Oklahoma in 1920 and built my plant at Poteau. Before that I had been at Clarksburg, the name of the company there being the Norwood Glass Company. I operated the Norwood Glass Company four years. Before that time I was with the Clarksburg Glass Company, Clarksburg. I was at the head of the Clarksburg Glass Company six years. Before that I was working at the trade as a buttoner. I haven't worked at the trade since I became a manager of these different plants.

I went to Oklahoma because it looked in West Virginia like the gas was going to play out, and I went to Oklahoma because I had a chance to get cheap gas. Cheap gas is the thing that has moved the hand-blown industry from point to point. That is what brought me to Clarksburg—cheap gas. Then the gas got higher, and subsequently I moved to Oklahoma. Our gas there is still plentiful and cheap. We are paying eight cents a thousand. When I left Clarksburg we were paying about twenty-eight cents. I don't know if when gas gets more and dear in Oklahoma, if any new field opens, I will move to that; that is hard to tell.

I was at the Cedar Point meeting last year. Cedar Point is in [fol. 195] Ohio. I believe the meeting was the latter part of July or the first part of August; I don't recollect. The Window Glass Manufacturers' Association called the meeting. I went there to meet somebody that was there attending the meeting. I did not vote at that meeting. I did not vote on the election of the president for the next year or on any election of officers. I did not stay there through-

out the meeting, but part of the time. I did not make any speech in the meeting. I was an unofficial observer. I believe I did pay dues to the National Window Glass Manufacturers' Association; no dues since I am out there. I paid one full dues since I was in Oklahoma. I don't recollect when that was. I was going to bring them to defray the expenses of the meeting. There was nobody else from my plant at that meeting, or nobody else from my plant who was a member of the Association.

If the two-period system continues in force, I am considering building a second unit; that is what I will have to do. The second period I would run my other plant, and my present unit I would run the first period. I said if I can't run the second period I can't stay in business. If you have two units you can make money. Where they have the one organization they have an advantage in every way. They can employ better workmen, have more work, because they can give their workmen eight months work, and I can only give them three months and a half or four months, and they can stay in business and stay in the market all the year around, where I have to stay [fol. 196] in the market only four months. I have to close down and close my stock out, and they can work for eight months at least.

This year I think we started the 4th of October, and if I work the scale, if it stays in force, I will work until about the 25th. Last year we worked fifteen weeks; we started the 1st of September and worked through, I think it was, the 27th or 28th of December. Last year I worked the first period and was idle the second period. This year I worked the first period.

I know I can't get enough labor for one period; but if I can only keep the same men that I got, I can run two periods. The last period I run thirty-six blowers. I tried to get more. As to whether if I run the second period and there is not enough labor to go around, some other factory has to stay idle,—I don't know anything about that.

Q. If there is not enough labor to go around and you would continue to run, some other men, of course, must stay idle while you are running, must they not?

The Court: What is your answer to that?

The Witness: Well, I will have to let my plant lay idle to let somebody else run. Is that the answer?

Q. That is not the answer. In other words, you think you have a better right to run than some other man has?

A. I think I have a right to run my own plant. I don't think [fol. 197] anybody else has a right to tell me when to shut down and when to run it.

(Narrative continued:) We always have worked by the scale. We always had to work by scale. That is true ever since I have been in the business. The scale always fixes the day when we should start and the day when we should close. I had to sign that scale. I have never known the time when the glass industry didn't work under a time limit; didn't work unless we worked under a scale. I have been in the business about fifteen years and that has certainly been so.

all that time. It was true before that time; it was true when I worked at the trade. I have known the glass business about forty some years. As long as I have known it, it has always worked under a scale that had a time limit. The difference between this wage scale and the others which have preceded it is that this wage scale is cut into two parts; but this wage scale is different from any other; this wage scale restrains you from making enough money to run your business. If I can't get any labor, I have to close down and get out of business. As to whether if the others couldn't get any labor, they ought to go out of business while I continue to run,—I have to do the same thing. If I can't get any labor, I have to get out of business.

We are working now, according to our contract. We have not made any money. I don't think we will make our expenses. We are in about the same condition we were at the beginning of the run. I might have held my own.

[fol. 198] Q. You don't think these other chaps ought to have a chance to do the same thing?

A. I don't care about the other chaps; they don't care about me; why should I care about the others?

Mr. Davis: I think that is the philosophy of the whole situation.

The Court: Isn't that the nub of this lawsuit?

Mr. Davis: I think it is, your Honor.

The Court: The law is intended to preserve that kind of right.

Cross-examination.

By Mr. White:

I was granted two successive periods, the period that ended in January, 1921, and the last of the year 1921. That time I worked two successive periods.

We have about twenty families working in our plant living in our city. About forty per cent of the men that I employ live in our city. I don't know that in closing my plant in January, that under this plan it would be my turn to open next September; I don't know that we are going to open; that is the supposition, I suppose.

In 1917, 1918 and 1919 my factory was in Clarksburg, and I worked then under the two-period plan. During some part of that time I made money. We were able to make money then because you could get better prices for your glass, which you cannot get now.

[fol. 199] Prices were a little more favorable then.

Redirect examination.

By Mr. Shale:

I am willing to compete for the labor that is available.

ALFRED D. MANN, a witness called by the Government, being first duly sworn, testified as follows:

Direct examination.

By Mr. Shale:

My name is Alfred D. Mann, Danville, Illinois.

I am a lawyer and have been local counsel for the Illinois Window Glass Company since its organization, with the exception of one year during the war; and am local counsel for them at the present time and also a stockholder to a small extent. I would say I am thoroughly familiar with the affairs of that company. That is especially so because this is a co-operative company. It is not organized as a co-operative company under the laws of the state of Illinois, but in fact the stock is held by the workers, with the exception of a small amount of stock. The workers serve as officers of the company, without compensation, and on that account they seem to require a great deal of advice and they consult me on a great many occasions; and I am retained by the year by them. I am not a member of the Board of Directors. I attend some meetings of the Board; not all of them.

This company is now in operation under the so-called first period [fol. 200] It hopes to continue in operation beyond January 27th, it would like to. I attended a meeting, I might say, in the interim between the adjournment last week and this morning, at which the entire membership or entire workmen's force was present, and the majority of stockholders in the company, I think, expressed themselves at that meeting in favor of continuing it the next period, if possible. They have business on hand or in process [*prospect*] which would warrant them in continuing during that period. They have orders for, I know, 20,000 boxes, which would have to be filled, part of them, in the next period. And they have orders in prospect in Missouri and in Wisconsin, besides some orders in Chicago. The 20,000 boxes are in Chicago which they will be unable to fill. Those orders they have in now will not carry them clear through what is known as the second fire, or second period, but if they got those additional orders they have in prospect, it would, if the promises of the users of this glass were carried out, unless the orders fell down for some reason or were cancelled on us. In other words, the business is available, if you can take care of it; that is the promise. That is their business opinion or judgment of the situation.

Some of this glass I personally know goes to Missouri and some to Wisconsin, and some to Chicago. I just happen to know personally of those places, those states.

No cross-examination.

[fol. 201] D. DON GREGORY, a witness called by the Government, being first duly sworn, testified as follows:

Direct examination.

By Mr. Shale:

My name is D. Don Gregory; residence, Salem, West Virginia. I am president of the Salem Co-operative Window Glass Company and am employed there as a skilled workman. I am a member of the National Window Glass Workers Association. Our company has sixty-five skilled workers and each owns one share in the company. Their services as officials are donated. There is no fees in it. Our company does not belong to the National Association of Window Glass Manufacturers. It belonged at one time, in the beginning of the formation of the Johnston Brokerage. I don't remember how many years ago that has been; it has been about nineteen ten, somewhere along in there. Our company has been in operation for fifteen years.

Before the war we operated as many as eight or ten months out of the year. As near as I can remember, since this two-period system, it has been about an average of four months a year. The two-period system came in in the year 1917 and 1918; we had a scale with the Government where they put a restriction on non-essentials, and we started in on that in 1917 and 1918. I don't say that the Government inaugurated the two-period system; but the restriction on our [fol. 202] output. The two-period system grew out of that restriction. The Government put a fifty per cent restriction on our output. At that time, in 1918, it meant we could operate only half the time. As to that condition prevailing today, it is really restricted to less than fifty per cent. I can operate my plant ten months in the year easily and could sell my output. Our product is marketed mainly through the Johnston Brokerage Company. I am reasonably sure that company would be able to sell our entire output if we manufactured eight, nine or ten months a year. Occasionally we sell glass directly, when orders are not satisfactory from the broker, why we send it out elsewhere.

Our company signed a contract permitting it to operate from September 26, 1922, to January 27, 1923. We had to sign that contract to get skilled workers to man the plant. Our workers are all skilled workers and all members of the National Window Glass Association, all of our employees; and they are all stockholders in the sense of owning shares, there being sixty-five of them. All of them are each interested.

I made an inquiry about three weeks ago to see how many shops I could get to man the plant, if there was not an extension of the scale. It has been the intention of the company and the majority of the stockholders to run. I find I could get twenty-two shops out of twenty-four. I could only get three flatteners out of six and three cutters out of nine, and it is impossible to operate that plant with three flatteners and three cutters.

[fol. 207] In actual fact, if you have a foreman in charge, it takes two or three years to train a glass flattener. You could get a cutter to learn the trade quicker than a flattener; I would say six months or ten months.

The last period, with 33¢ gas, it cost my company \$2,500 to fire up the plant, including common labor.

All of the product of our company is shipped in interstate commerce; there might be a few local boxes in the village. I would say 95% of it was interstate.

I have applied for a wage scale to operate during the second period. I made an inquiry by telegram to Mr. Siemer, President of the National Window Glass Workers, and he warned me there was a restraining order at that time and he was unable to do anything.

I recognize the correspondence shown me as correspondence between my company and the National Window Glass Workers.

(The said letters, marked Government's Exhibit 23, were received in evidence and are attached hereto and made part hereof.)

[fol. 208] PLAINTIFF'S EXHIBIT No. 23 TO GREGORY'S TESTIMONY

Sept. 1, 1922.

National Association of Window Glass Workers,
Cleveland, Ohio.

GENTLEMEN:

We would like to have you issue us a scale for immediate use. We wish to start operating while there is a good market for glass. We do not see any reasons why we should not get a wage scale.

Hoping that we may be favored with the above, we remain
Yours very truly, Salem Co-operative Window Glass Co.

[fol. 204] Affiliated with the American Federation of Labor

National Window Glass Workers,

Headquarters, 1103 Ulmer Building

J. M. Siemer, President; Thomas Reynolds, Secretary; Joseph Slight, Treasurer, Columbus, O.

Telephone, Bell Main 3660

Cleveland, O., Sept. 6th, 1922.

Salem Co-operative Window Glass Co.,
Salem, W. Va.

GENTLEMEN:

Yours of September 1st at hand in which you desire to know whether we will issue a scale for the coming operating period. In

answer I wish to say that our Wage Committee, after failing to effect an agreement with the Manufacturers Committee at the last conference, did give consideration to the question of issuing a scale to any firm that might desire to operate under it, but it was decided that nothing of advantage could be gained by such a procedure and that it would be better to await developments with the hopes that something might transpire that would make it possible to effect a settlement between the two committees.

At this time I can say that there will be a conference *Tuesday*, the 7th instant, and the indications are that a settlement will be effected on the basis of the present selling prices that will make it possible to place a scale in effect possibly by September 25th and positively by October 1st. Inasmuch as your company is listed as one of the plants to secure a scale for the first period, I believe I am safe in saying that a scale will be agreed upon at the coming conference and be presented to your company for signature so that you can get in operation by the dates mentioned above.

Very truly yours, J. M. Siemer, President. S-S.

[fol. 205]

National Assoc. of W. G. Workers,

Sept. 15, 1922.

Mr. Seimer,

Cleveland, Ohio.

DEAR SIR:

We figure to start working about the 30th to the 5th. We ask you again for a scale. We see no reason why you should not issue us one. The glass market is good now so that we could dispose of our stock quickly. We do not want to see our share of the market go — the machines. Please answer us immediately.

Yours very truly, Salem Co-operative Window Glass Co.

[fol. 206] Affiliated with the American Federation of Labor

National Window Glass Workers,

Headquarters, 419 Electric Bldg.

J. M. Neenan, President; Thomas Reynolds, Secretary; Joseph Slight, Treasurer, Columbus, O.

Telephone, Bell Main 3660

Cleveland, O., Sept. 18th, 1922.

Salem Co-operative Window Glass Co.,
Salem, W. Va.

GENTLEMEN:

Your letter of September 15th is received in which you state that you figure on starting about September 30th to October 5th and ask-

ing that a scale be issued to you. I presume that since writing this letter you have received information to the effect that a scale has been agreed upon and will be issued to become effective September 25th. Just as soon as possible a scale will be forwarded to our local president for the signature of your company.

Trusting this meets with your approval, I am

Very truly yours, J. M. Siemer, President. 88

* In response to questions by the Court:

The blowers, flatteners and cutters all work on piece-work, and are working under a present wage scale of approximately seven and a quarter hours. Some crews turn out more than others, some skilled workers turn out a better quality and more quantity, and naturally make more than others. I would estimate about \$60 a week, in our plant, is a fair average for a blower, because we have been short of [fol. 208] fuel. A flattener receives twenty-seven per cent of the blower's wages and is supposed to flatten for four blowers. The cutter is likewise, he is supposed to receive one-third of the fair average of the blower's earnings for the cutter. His price is a flat price per box, every fifty foot box. He averages out in pay about the same as a blower. The rate of pay in our plant, under the present wage scale, where the fuel has been short and we haven't been able to operate continuously, is about sixty dollars a week. If we had fuel so we could operate continuously, without interruption, the earnings of a blower would be considerably more. The way our plant is being operated we figure so much bonus for the men by the month. If the report sheets of production and sales show this amount can be made so much more beyond the wage scale, we pay them above the wage scale; if not, we do not. It all depends on the quantity and the quality of the glass and the market conditions. For instance, in the month of December, our fuel was short and the quantity fell low, and naturally the earnings of the blower fell low. If we had a full fuel supply, the average of a skilled blower would be about sixty dollars a week. He is on a shift of seven and a quarter hours and only works one shift a day. The blowers and cutters are done Saturday noon.

(In response to questions by Mr. Shale.)

The history of our plant dates to fifteen years ago, when we bought [fol. 209] it at a receiver's sale for \$16,500. At that time the men invested a hundred dollars apiece. The Government has a valuation of \$241,000 on our plant; the Government values it at that for taxation purposes today. That is owned by the workmen.

Under existing conditions, at the close of the fire on January 27th, our men who are now working for themselves, in one sense of the word, will be forced to go to work for someone else. The whole company has done that during the time the two-period system has been in operation.

There are two factories all operating one period, and two the next period, in Salem. As far as I am concerned, I could not find work

in the second period in my home town, for the simple reason that I was opposed to the two-period system and it seemed to be an unfair "boycott." I and about fifteen or sixteen others, including ex-service men, that came back after the war couldn't find work. One period I worked on the railroad and I worked one period in Clarksburg, and another in Pennsboro; two in Clarksburg. They refused to employ me in Salem, my home town. I applied in other towns after the one when I worked on the railroad. I had work; I got employment after that one year in other glass factories, but not at Salem.

In the latter part of November and December we had difficulty with our gas supply and it interfered with our production materially. When I left home it was the understanding the large gas company [fol. 210] would have gas there by last Saturday. Now that our difficulties with gas are over, we have other difficulties.

We do not expect to have any unfilled orders left over at the close of this operating period; part of our orders were cancelled on the shortage and our quality of gas falling down. We had to stock up considerably. We still desire to continue to operate our plant.

Cross-examination.

By Mr. Davis:

When I first went to the flatteners, I couldn't get any to go ahead, and then the day that I left, which was on the 15th, to come to Cleveland, I called on each and every member and asked him to reconsider, and two out of the six flatteners told me they would work and the third one said he believed he would, and three of the nine cutters told me they would. So we had six cutters and three flatteners who said they would not work under the second period. All these men were stockholders in the plant, and all of them citizens and residents of Salem.

In Salem we have four glass factories and operating under the two-period system, two of them work one period and the other two the second. With the exception of myself and the ten or twelve others I think there is a "boycott" against, the others will get work in these local factories. I got work one period in Clarksburg in the glass factories there. It is fifteen miles from Clarksburg to Salem. There are two trains in the morning and two in the eve-[fol. 211] ning, and also a bus line. The street car line is a number of miles from Salem. It isn't particularly difficult to go from Salem to Clarksburg. One season I got work at Pennsboro, which is about twenty-three miles west of Salem, on the same railroad and the same service. I don't know about those other men having the same facilities for obtaining employment at Pennsboro and Clarksburg. I couldn't say as to any reason to the contrary.

It is a fact that the gas supply, as far as the small local company is concerned, is diminishing very fast. The large gas company has contracted to have gas and guarantees to furnish it all the year around: There is a rule in force that when there is any shortage the domestic consumer must be served and the manufacturing plants must be shut off. That is what happened to our plant in the latter

part of November and December. There is a sufficient gas supply to run all four of the glass factories at the same time. I think there is a sufficient gas supply to run all four of the glass factories continuously during the full season. At the same time, during November and December, what is known as the Recony Oil and Gas Company, admitted in front of the Public Service Company Commission, at a public hearing, that they could furnish fuel for these factories provided they left the Philadelphia Fuel Company in there to furnish the other company with gas, and in that way they could take care of the homes and other users. Up until last December there was no gas supply in Salem that could run all four of the glass [fol. 212] factories at one time; but had the glass factories insisted on working in one period and went out after the gas, they could have gotten it. It is all a question of going out after it. By "going out after it" I mean inquiring for it and buying it. I said the Public Service Company admitted they didn't have enough gas and another gas company was to be brought in from Philadelphia to supplement the supply. Until the Philadelphia Company came in there wasn't enough gas to supply all four factories, because three of the factories had laid down on the job and hadn't run all the year around. I think the reason there wasn't enough was because they didn't try to go after it. If they paid for gas, they could purchase it.

I do not know very much about the gas supply at Clarksburg. I know one of the glass factories that shut down for want of gas. I remember about two or three years ago of their having trouble over there on the shortage of gas, but I don't recollect what date. I do not know whether the supply at Clarksburg is now adequate to furnish all the factories in the city at one time.

In December, 1917, there was a bit of a gas shortage in Salem at one time. I don't know about fifty per cent. of the factories being shut down at that time for want of gas.

Further cross-examination.

By Mr. White:

During the war, it was my understanding that nonessential plants were restricted by the Government to half of their production for [fol. 213] the preceding year.

The wage scale in our industry varies; there is a little extra compensation for better quality, as a premium for better work.

I did not say that our men would or have worked for less than the scale, if necessary.

As to our plant operating at a profit under the two-period plan in 1922, on account of the shortage of gas, I would say it was about a fifty-fifty proposition; we were practically even, due to the shortage of gas. During that period our plant was fully manned.

(Adjournment to the following day.)

9.15 o'clock a. m.,
Tuesday, January 23, 1923.

THOMAS REYNOLDS, a witness re-called by the Government, further testified as follows:

Direct examination.

By Mr. Shale:

I am the same Mr. Reynolds who testified yesterday, the secretary of the National Window Glass Workers. Our Association keeps records of the total quantity of hand-blown window glass produced each year. I haven't available the figures showing the production each year since 1907. It would not be possible to get those figures within a reasonable time; we only keep a copy of the reports since 1914; that is just when we started to keep it, and have it from that date on [fol. 214] I have them right here. A year is regarded as from the time we begin in September until we close, say, for instance, in May.

I have no figures back as far as 1907 as to the total number of men working in our organization. They didn't keep a record; we have been just keeping records; we have since 1913; we only issued membership cards since 1913.

The year of 1914-1915 they operated 23½ weeks; the number of membership at that time was 3,779; total boxes produced, fifty-foot boxes, 2,866,184; in 1915-1916 operated 28 weeks; number of men employed, 4,116; total fifty-foot boxes produced, 3,725,462; 1916-1917 operated 28 weeks; number of men employed, 4,598; fifty-foot boxes produced, 3,996,084; 1917-1918 operated 32 weeks; number of men employed, 4,192; number of fifty-foot boxes, 2,462,902;—we didn't work the rest of 1918—1919 operated 28 weeks; men employed 3,859; total fifty-foot boxes, 2,501,067½;—we just operated in 1919 that year, and the next year begins 1920-1921—1920-1921 operated 38 weeks, 3,777 men; 3,753,819 fifty-foot boxes; 1921-1922 operated 28 weeks; number of men employed, 3,209; produced 2,679,702½ boxes. In 1923, that is the present time, there are 2,337 men employed, and we haven't got the production reports because this blast does not terminate until this period expires.

The number of weeks enumerated are the actual number of weeks that we did operate in each of those years. The two-period time began [fol. 215] gan in February, 1918. It became effective for the first time in the figures for 1917-'18, 32 weeks, 4,192 men, the last half of that.

We have been keeping the records we have now, as I said before, we have issued membership cards since 1913 and that's the way we set these number of men at the trade. Our books wouldn't show the individual members; it would show the amounts of dues or assessments received, because the companies send the checks for the total amount. It would be impossible to compute from that data the number of men connected with our organization prior to 1914. I haven't got the figures showing the total amounts received in dues

here. I will endeavor to get them. I wouldn't say it would be possible to compute from that the number of boxes which were produced. That would depend on the wage rate paid from year to year.

Cross-examination.

By Mr. Davis:

On an average, the men worked forty hours a week in 1917. In 1921-'22, I would say they worked on an average thirty-five hours a week. There was that difference in hours per week because some of the plants were operating on a four-shift system basis, that is, about half of them, and the other half were operating on a three-shift system basis, which would make an average of about thirty-five hours a week.

In 1914 and '15 the blower received 62.7 cents per box; 1915-'16 he received 65.4; 1916-'17 he received 85.43 cents per box. This is a hundred foot box, remember. In 1917-'18 the blower received [fol. 216] \$1.17 per box; in 1919 he received \$1.407 per box; 1920 he received \$1.504 per box; 1921-'22, for the first period—that is when we took the 28% reduction—he received \$1.08 per box, and the second period, that is when we took the 30% reduction, the average was 75.3 cents per box. Just now we should average 88 cents per box.

We have in operation a system of collecting members' dues at the source, that is to say, the manufacturer retains the two percentage as dues from the pay to the men and transmits it to our treasurer direct.

All the work is paid for in this industry by piece work, and the pay of the blowers really fixes the standard for the pay of the other crafts. Whenever the blower takes a cut everybody else must take a corresponding cut.

Making allowance for the difference in hours per week, the men produced more glass per man in the industry in the year 1921-'22 than they did in the year 1917.

I would just like to make one statement clear to your Honor that has not been mentioned heretofore. The blower, for instance, if he earns a dollar, a gatherer gets eighty per cent of that. If a blower earns a dollar, the gatherer earns eighty cents. That fact has not been brought out and I would like to bring that out.

Cross-examination

By Mr. White:

In the figures I read, the two-period system started in 1917-'18 but the two-period did not actually become effective until about Feb. [fol. 217]ruary, as I recall it, 1918. That was not the two-period system under which we are now operating, but beginning in February, 1918, the Government restriction was applied to us which reduced the output one-half. In reducing the production under that Government order in the year 1918 we put our men onto the two-

period plan; that is, worked half time for one maker and then half time for another. That plan has been maintained since.

The figures I gave the Court for the pay applies to a hundred-foot box. The figures I gave for production applies to the fifty-foot box. I can explain that by saying that when a worker talks about a box of glass he talks about a hundred-foot box; when a manufacturer talks about a box of glass he talks about a fifty-foot box, because it is packed and sold in fifty-foot boxes.

(In response to questions by the Court:)

There are sixty-five plants now, and to man all of those plants it would require 2,229 blowers. That means there are that many pots in the sixty-five plants—2,229. It would require that many blowers, that many gatherers, and 743 cutters and 557 flatteners, or a total of 5,758 men. We have now working at the trade 909 blowers and 912 gatherers, 297 cutters, 219 flatteners, or a total of 2,337. Now, subtracting that from the total capacity it would leave a shortage of 3,421 men if all the plants attempted to operate at the same time.

I don't know how many pots there are in the fifty-eight plants in operation under this schedule, separately from the sixty-five. I [fol. 218] do not determine the number of men by the number of persons who are actually paying dues. I have a questionnaire hers that I sent out to the manufacturers on December 10th. I tried to get this information for the grand jury, but it was late coming in, and each company submitted a report like this, as you see, stating the number of men actually employed and the number that is short. I have this list here showing there is 990 pots in operation now, and the actual shortage of this 990 is 94 blowers, 88 gatherers, 48 cutters and 32 flatteners, or a shortage of 262 men in the 990 pots now in operation. Those figures are taken from these reports submitted by each manufacturer. The roster of our membership means nothing else than the number of men that are working in the different factories. These are the actual number of men working at the trade now. I have no roster of the blowers in the United States outside of the factories, nor flatteners or cutters either.

As to the efforts I, myself, or any officer of the Association, to my knowledge, have made in this emergency to coax back to the trade those who have left it, one year, as I recall it, ex-president Neenan sent the whole Executive Board out on the road to try and get them to induce members to return to the trade. I think that was about 1916, as I recall it, and the whole Executive Board, they were not able to get back any more than about fifteen members—that was the report they submitted—and I judge most of those men were hired before the Executive members got to them. As a subsequent [fol. 219] effort, we wrote to members and told them where they need men. During the summer while the plants are not in operation, whenever there is a quorum of our members, we send out correspondence, minutes and so forth, and notify them that the companies need workmen and for them to get in touch with the companies that they prefer to work for, and in addition to that we carry

an individual mailing list during the summer months, and no matter whether there is just one or two members we send these members the correspondence from headquarters.

(In response to questions by Mr. Shale:)

We send out that information to anyone that is a glass worker. That usually runs from six to eight hundred, in addition to when there is a quorum.

FIRMIN PACOT, a witness called by the Government, being duly sworn, testified as follows:

Direct examination.

By Mr. Shale:

My name is Firmin Pacot; residence, Danville, Illinois.

I am a gatherer by trade, and a member of the National Window Glass Workers. I am also president of the Illinois Window Glass Company, a corporation, a co-operative company. I am not president of that company now; I resigned as president five weeks ago. I had been president nearly six years. I am familiar with the affairs of the [fol. 220] Illinois Window Glass Company. That company is not operating under a wage scale. On behalf of the company, I signed the wage scale. I was required to sign the wage scale.

Our company does not expect to shut down on January 27th, the termination of the wage scale, that is, if we can get a scale. If the Union permits us to work, why, we will be glad to work. We have made application for a scale and action has been taken on our application. Our Board of Directors sent me to Pittsburgh. The Wage Committee and the manufacturers and all of them combined had a meeting in Pittsburgh. Our company is a member of the manufacturers organization. Some of the Wage Committee were there and some of the members. There wasn't very many pots represented at that meeting. They thought they would have them all represented. They called a meeting there, and our company sent me to the meeting to ask them to be allowed to operate—to ask the Wage Committee—because we had lost so much money the year before; we only worked thirteen weeks in the last twenty-eight months.

We asked the Wage Committee of the manufacturers association if we could operate because we thought that they had lots to say, you know. The Wage Committee, the Manufacturers' Wage Committee and our organization of the Wage Committee meets all the time and makes the scale, and we wanted to be allowed to work on account we was in debt so deep, to save our company. They told me they had nothing to do whatever to allow us to operate, that I would have to go [fol. 221] and see the Wage Committee, or our president, Mr. Sauer, of the workers.

I account for the impression of our officers that application should be made to the Manufacturers' Wage Committee because we thought that they had lots of influence, and maybe they could grant it, you know, as there had been some, you know, that was granted the years before. I couldn't swear that they had been granted by the Manufacturers' Wage Committee; I couldn't swear to that.

Then we signed, all of us, a resolution and sent it to headquarters of our organization, of the Union, to be allowed to operate; then our Board of Directors sent letters to our president, Mr. Siemer: we done everything to try to have a scale. Then the Board of Directors sent me—it was on the 6th at their last Board meeting, of the Executive Board, and I was in front of them, but just at that time, why, they had served on the Executive Board a restraining order, so they couldn't decide if we would be allowed to operate. I guess I could get a copy of that resolution. I imagine about seventy-five to eighty members of our organization signed it; everyone of them signed it. Some of those seventy-five or eighty members are stockholders in the company. The reasons assigned in the resolution for the application were because some of our members lived in Indiana; we are on the border of Illinois and Indiana, and most of them would have to travel far to get a job. We have some from Maumee, mostly from Indiana—Matthews and Gas City, and them little places. There is [fol. 224] no other window glass manufacturing plant of hand-blown process in the state of Illinois, that is the only one.

I recognize the letter which I, as president of the Illinois Window Glass Company, directed Mr. John B. Criner, the manager, to address to the National Window Glass Workers, and the carbon copy attached is a copy of the reply received, of which I saw the original.

(The said letters were offered in evidence as Government's Exhibit Number 24, and are attached hereto and made a part hereof.)

[fol. 222] PLAINTIFF'S EXHIBIT No. 24 TO PACOT'S TESTIMONY

Dec. 7th, 1922.

John B. Criner,

Mfg. Illinois Window Glass Co.,
Danville, Ill.

Dear Sir:

Your letter of the 27th ultimo was received in which you inform me that you had been authorized by your Board of Directors to write requesting that your plant be permitted to operate during the second period. While at Pittsburgh Tuesday this after was brought to my attention by Mr. Pacot and I informed him that it was my intention to visit Danville about Sunday, December 17th, at which time an opportunity will be available to thoroughly discuss the proposition.

The proposition as presented by you in your letter of the 27th ultimo was brought to the attention of the Executive Board at the

meeting on the 2nd instant and this request, as well as eight or in requests of a similar nature, were given thorough consideration but because of not having definite information as to the number of jobs available for employment for our members during the next period, the Board did not feel justified in arriving at a decision at this time. We expect to have definite information at the next Board meeting as to the number of jobs that will operate under our scale during the second period and the Board's decision as to whether or not plants that have been in operation this period will be granted a scale for the second period will be made at that time.

Very truly yours, — — —, President, S.S.

[fol. 223] All agreements are contingent upon strikes, accidents and other delays unavoidable or beyond our control.

Prices subject to change without notice.

Illinois Window Glass Company,
Manufacturers of High Grade Window Glass
Telephone, 32

Danville, Illinois, Nov. 27th, 1922.

National Window Glass Workers,
Cleveland, Ohio.

Attention Mr. Siemer

DEAR SIR:

I've been authorized by our Board of Directors to write to you concerning the placing of our application to continue to operate into the second Period.

Understand that this is a vital point for this Company. We either must get this permission or close our doors forever! You have all forgotten the decision that was handed out to us last year, that we had to close down while our Company was heavily in debt.

Our Company this year never got over this debt, paying the same the way we pay it at present, at \$5.63 deliver- here per ton and we wish that you would get down with your Executive Board and figure out for yourselves if this Company can make any profits or not both ends together, by operating sixteen weeks per annum.

We sincerely hope that you will consider the above, and allow us to operate this coming Period, so to give us a all chance to get back on our feet.

Very truly yours, Illinois Window Glass Co. John B. Price,
Mgr.

When I talked with Mr. Siemer, as indicated in his letter, he was by himself.

If our company is not granted a wage scale to continue operations beyond January 27th, we might go in the hands of receivers. We

cannot operate without a wage scale; in other words, we will have to close down.

Our company has belonged to the National Association of Window Glass Manufacturers for a number of years.

This year it cost a little bit over five thousand dollars to fire up a tank, on account of the coal being much higher. There are thirty pots in our plant. Our company makes its own gas, as distinguished from a company that has natural gas.

I was connected with the company before the war and before the day of the two-period plan of operation. At that time, it was customary to operate eight months; we worked eight months once. It was customary to work from seven to eight and sometimes nine. The [fol. 225] Illinois Window Glass Company has only been eight years in operation. It was an old company and the stockholders took it over. If we were able to obtain the necessary labor, we would operate about, I judge, eight to nine months.

We have no difficulty in selling the products of our company. If our company is obliged to close down on January 27th, we will have some unfilled orders on hand. We sold our products direct this year. Some of our glass is shipped into states other than the state of Illinois.

The investment of our company is approximately ninety-six thousand dollars. We cannot make a fair return on that investment by operating four months a year.

We have considered building an additional plant in order to be able to operate in both periods. We was going to build one tank, just the tank, and not build any oven like Scoky had built at Sistersville, but the president advised us that he wouldn't leave us operate in one tank that way; we would have to build the ovens and producers and everything combined. We didn't want to spend that much money. The president I refer to is Mr. Neenan, of the Workers Association, who was at that time president. That has been four or five years ago. I am sure that was considered since the two-period plan became effective, so as not to keep our men moving around.

Our company can compete with the machine interests. The hand-blown industry is a dying industry now, the way I look at it; she is now with this two-period.

Cross-examination.

By Mr. Patterson:

[fol. 226] I believe this two-period plan of operation has been going on five years. I do not believe it is exactly because of the scarcity of men, of blowers. There was enough blowers to operate all the pots before the two-period. There is not enough blowers now to operate all the pots; they come down.

Since the two-period operations started our plant has always been in the first group. Each year we were assigned a wage scale giving us permission to operate in the first group. At the same time we

knew that the other factories in group B were operating in the second group. As to whether it occurred to me that if we and the others of the first group continue to operate, that the people in the second group will not be able to operate at all,—I don't see why. We could all work together. I think if this two-period system would be abolished and come back to one, there would be lots of our workers that would come back into the trade. If we continued to work in the first period over to the second period, I don't see why the people in the second group would have to close down. I don't think they would have to stay closed. It is just like I stated before, there would be men coming back to work. We break a contract we entered into if we go over into the second period.

The meeting in Pittsburgh was one they had called of all the manufacturers; it wasn't any committee; it was just the manufacturers. They told me they had no power over the situation at all and it was left entirely with the Wage Committee workers. Then I [fol. 227] made my application with the Wage Committee by correspondence, and they wrote me there were a number of those applications that couldn't be granted.

I think there are enough men to operate both groups of factories all the time.

Cross-examination.

By Mr. White:

There is some men advised me they would move to the second group starting next week, if we are not granted a scale; there is some that will go and work some other place because they don't want to work against the Union. There is about, I imagine, six shops who have said that they would do so. We employ thirty blowers, thirty gatherers, seven flatteners and eleven cutters. We have got, I guess, six or twelve, that is, six blowers and about five gatherers, who said they would not operate for us. The rest have said they would remain with us if we would operate our plant.

Redirect examination.

By Mr. Shale:

As to the suggestion that our Company would break its contract if it continued to operate,—our company signed that contract because we are forced to or we won't get the men to work. If our company is forced to close on January 27th, we will lose our customers.

C. P. ZENOR, a witness called by the Government, being first duly sworn, testified as follows:

[fol. 237] Direct examination.

By Mr. Shale:

My name is C. P. Zenor; address, Fort Smith, Arkansas.

I am president and general manager of the Model Window Glass Company. I have been connected with the hand-blown window glass industry about seventeen years as general manager. Prior to that time I was a blower for fifteen years. I was a member of the National Window Glass Workers, and a member of the organization that preceded the present organization; and was in the trade at the time of its organization. The new organization was formed in 1904, if I remember correctly, and I was a member until 1906.

My company is not operating now. It has been idle since June 11th, if I remember correctly, of 1922. Our plant is not now in operation because we have not been permitted to operate; they, the Labor Organization, didn't grant us a scale. We cannot operate without a scale; we would hate awfully bad to try. We cannot operate without a scale because we don't think we have got money enough, for one reason. The main reason is, it is rather difficult to get men to operate your plant. That has been tried by several manufacturers and it broke several. I am very badly bent, but I am not quite broke.

We endeavored to secure a scale for the first period. I identify this batch of correspondence as letters between my company and the Workers Organization.

[fol. 228] PLAINTIFF'S EXHIBIT No. 25 TO ZENOR'S TESTIMONY

Contracts subject to strikes and other causes beyond our control.

Model Window Glass Co.

Hand-blown, Tank-made

Natural Gas Used for Fuel

C. P. Zenor, Vice-Pres. & Gen. Mgr.; Lewis Maxwell, President; B. B. Langfitt, Sec'y & Treas.

Fort Smith, Arkansas, July 3rd, 1922.

Mr. J. M. Siemer,
President National Window Glass Workers,
Cleveland, Ohio.

MY DEAR SIR:

Replying to your favor of the 29th of June relative to the 2 period system. Know mr. Siemer i don't care to enter in to any conter-

versy relative to this matter at this time. But you have Try to explain some things to me that i am more fermillier with than i think i am. I don't know just how the scale was granted to the model Window Glass Co. Far better than you can explain to me. But as stated above, I do not care to go in to detailes at this writing. However i may say that it was not my understanding that the model window glass co would not be permitted to operate in its regular period this comming season, In case they were to be 2 periods. If you look up your message sent to us relative to this matter i Believe you will agree with me in this respect. The message red like this. The board has desided to grant scale to model window glass co beginning feb 10th provided we donot ask to transfer our production from plant to plant any more. We answered at once telling you that this was satisfactory to the model window glass co. Now as the model window glass co is in the fall period, We see no reason for you or any one else to say that we must go in the second period in case you have me. As soon as i received your message i showed it to the preceptor, And told him the way i understood it and accepted it in this manner. I told Mr wile your executive officer while he was here this spring what i am telling you, And he will agree with me i am sure. I want to say to you that i would not have accepted the scale in the manner in which you have stated in your letter. Now Mr Siemer as i have stated to you above, That i did not care to enter in to any unpleasant writings, But i mite as well be as frank to you as you have been to me. The model wnndow glass co expects to place its plant in to operation as soon as your scale is granted to any other manufactor to operate his plant. And will expect your organization to grant a scale to keep our plant in to operation same as any other manufactor. And we trust we will not be forced to do any thing unpleasant in order to be permitted to place our plant in to operation. In the period in which it belongs. I am not asking any thing that is not due us, And trust you will look at it in the same lite as we do. And we will be able to get along as we should in our dealings. I know your members who want to have one period. And we feel as though you are acting a little premature. In saying that you haft to accept a 2 period in order to give all of you members more work, And less money in my opinion this is what it is comming to, And i am afraid if you insist on the 2 periods that smething bad may result therefrom. And if you will [fol. 229] take my advice you will stand for what the men wants this time one period. This is what we want, And we believe that this is the only way in which we can mentain an organization around our plant, that will give us aficieney where by we may be in a position to put a quality of glass on the market up to the standard of the american or the Liby Owens glass either. I want to say to you that this is gradually putting the hand manufaturor out of business, And it is just a question of a very short time intill he is forced to close his plant indefonate. You are going to see this very soon, Unless something unforeseen takes place to prevent it, And if we are compelled to go with the ship, I want to say that we will go down fighting. There are one thing that i forgot to mention to you, And that is this. When we came here and located our plant we entered in to an ag-

ment with the Buisness mens club, And they with Harry Kelley, When by that we were to operate 8 months out of each year for three years, In order for them to give us a free site, and on the account of this 2 period proposition we could not carry this agreement out. Hence they have gone in to court and sued us for \$7000 dollars for the site saying that we had not complied with our contract, When it has not been out fault, For we have been ready and willing at all times to operate our plant, But were not permitted to do so, And you are as well versed as to the reason as we are. Now if we were to allow our plant to ly idle this fall, I am quiet sure we would be compelled to pay this amount of money. I mite say that i think it is to redicous to try to compell me or any one else to build an additionnal plant in order to operate on a two period system, And you are as well aware of the fact as we are that we have too many factories at present. This argument will not hold good, As Mr J. R. Johnston Jr said in our home the last evening in the presant of several of us that had more plants now than we neaded, And could not understand why people still kept on building more plants. I can answer this by saying that it is in order to keep up the price of glass. This is my opinion. If we were to be allowed to operate our plant one period or 6 Or 7 months we could pay the men more money and sell glass for 20¢ less and still make a good morgin of proffit. But we are comelled to close our plant after we have operated it 3 or 4 months and ly idle for 8 or 9 months in order to holde the umberrellor over a few eastern manufacturers, And keep up the price of glass to a point where by we can make a little money and stay in the business. In my opinion you just as well forget this now. The quicker the better in my opinion. Trusting i have made my self cleare to you, With kindest regards to all.

Very truly yours, Model Window Glass Co., By C. R. Zenor,
G. Mgr.

[Ms. 230]

July 11, 1922.

C. P. Zenor,

General Manager Model Window Glass Company,
Fort Smith, Ark.

Dear SIR:

Yours of July third, replying to my letter of June 29th is at hand. I note what you state in regards to your position in the matter of operating your plant and I have taken your advice into consideration, however, I am going to say that your suggestions do not impress me favorably and there will be no change in our attitude with reference to this matter.

My sole reason in writing you was that there would be no misunderstanding in case it was found necessary to continue the two period system of operation. I feel very much as you do that nothing can be gained by entering into a discussion of the issue, we have both frankly stated our positions in the matter, and we both know where we stand.

I have nothing further to say excepting to repeat the advice I referred in my previous letter, to the effect that you proceed to plan the newly purchased plant in condition for operation as you agreed to do previous to our issuing scale for the Model plant for the second period last blast.

With kindest personal regards, I am,

Very truly yours, — — — , President

[fol. 231]

Form 1204

Class of Service, Symbol: Telegram, — ; Day Letter, Blue; Night Message, Nite; Night Letter, N L. If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

Western Union

Western Union Telegram

Newcomb Carlton, President; George W. E. Atkins, First Vice-President

Received at Chamber of Commerce Building, Cleveland, Ohio.
11DH HH 24 Blue.

Fy Fort Smith, Ark., 10.14A. Aug. 31, 1922.

J. N. Siemer,

Pres. Natl. Window Glass Workers and Executive Board,
Ulmer Bldg., Cleveland, Ohio.

The Model Window Glass Co. is making a Special Request to you
for a Wage scale to place its plant in operation October first.

Model Window Glass Co. 12.55 P.

[fol. 232]

Sept. 1st, 1922.

Model Window Glass Company,
Fort Smith, Ark.

GENTLEMEN:

Your message of August 31st received which reads as follows:

The Model Window Glass Co. is making a special request to you
for a wage scale to place its plant in operation October first.

In reply to same I wish to say that our Wage Committee after the
last conference with the Manufacturers Committee decided not to
formulate a scale for presentation to the plants that may desire to
operate and to await developments in the hopes that something might
transpire that would make a settlement with the Committee repre-

senting the manufacturers possible; therefore your request cannot be complied with as there has been no scale formulated. I am quite frank to say, at this time however, that if conditions made it necessary to put out a scale, it would only be presented to those plants that are listed to receive a scale for the first operating period and the Model Company is not so listed.

However, developments have been such that a conference has been arranged between the Workers and Manufacturers Committees to be held in Cleveland Thursday, September 7th, at which time I feel quite confident a settlement will be made based on the present value of the product that will make it possible for those plants listed to receive a scale during the first period to be placed in operation possibly by September 25th and positively by October 1st. I trust it is quite clear to you that the Model Company is listed as one of the plants to which a scale will be presented for the second operating period.

Very truly yours, — — —, President. S—S.

[fol. 233]

Sept. 12th, 1922.

C. P. Zenor,

Pres. Model Window Glass Co.,
Fort Smith, Ark.

DEAR SIR:

Your communication of September 4th is received in confirmation of your telegram.

In regard to your contention that the Model Company was taken out of the period in which it belongs and that same other company was allowed to take its place, I wish to say that it is a matter of record at this office that, when the scale was granted for two successive periods to the Model and Connelly companies, it was agreed that these companies should permanently be listed as plants to which a scale would be issued for the second period, both companies having been parties to this agreement.

The Connelly company was notified to this effect and have given up their contention for a scale for the first period and I believe there is no logical grounds on which you can contend that we are under obligations to give a scale to your company for the first period. The object in issuing scales for two periods is to give our members an equal opportunity for employment and at the same time provide an equal distribution of the labor supply to those who employ our members. Inasmuch as placing a scale in effect at another plant in the southwestern district would create a greater demand for the services of our members than we could supply during the first period and a lesser demand during the second period than that necessary to furnish employment for all our members. The Executive Board has decided that the distribution of pottage in the western district shall remain as specified.

I trust you will take this as a definite answer to your question that the Executive Board will not give favorable consideration to pre-

senting a scale to the Model Window Glass Company for the first operating period.

Very truly yours, — — —, President. S. A.

[fol. 234] Contracts subject to strikes and other causes beyond our control.

Model Window Glass Co.

Hand-blown, Tank-made

Natural Gas Used for Fuel

C. P. Zenor, Vice-Pres. & Gen. Mgr.; Lewis Maxwell, President; B. Langfitt, Sec'y & Treas.

Fort Smith, Arkansas, Sept. 4, 1922.

J. R. Semier,

President and Executive Board National Window Glass Works,
Cleveland, Ohio.

GENTLEMEN:

We wire you on the first making a special request for a wage scale to place the Model Window Glass Co. in operation Oct. 1st. We now confirm same by letter.

We take great pleasure in saying to you that we are willing to place our plant into operation, under your last proposition to the manufacturers wage committee, under the one period system, naming a 20% advance over last years scale. We expect to place fire in our tank this week, and get ready to place our plant into operation as stated in our telegram. Should the wages not be settled at that time, we will expect you send us a scale along those lines to place our plant into operation. I understand you agreed to grant a scale to the Whiticha Falls Glass Co. for the first period, and if this is true I see no reason why that the Model Window Glass Co. should be taken out of the period which it belongs, and allow some factory to take its place, which has been operated by machines, and no doubt still be operated by machines, had the American Window Glass Co. allowed them to do so. The Model Window Glass Co. has tried to be fair, and wishes to continue to do so if possible, but we do not expect to sit ideally by and allow this kind of discrimination as we see it, to continue. I might say a great deal along those lines but do not think it necessary at this writing and we sincerely hope that you will not cause us to take any unpleasant steps in order to protect our interests.

We would thank you in advance for your prompt consideration in this matter and when final settlement has been made you will have the Model Window Glass Co. in its proper place. We await your further pleasure, and beg to remain,

Yours very truly, Model Window Glass Co., Per Zenor.

[fol. 235] Nov. 15th, 1922.

Model Window Glass Co.,
Fort Smith, Ark.

GENTLEMEN:

Your letter of the 13th instant, in reply to my letter of the 9th relative to whether or not your plant will be ready to operate and will desire a scale for the second period, is received. We are considering your reply as favorable and will list it as one of the plants to which a wage scale will be issued for the period commencing January 29th and terminating June 11.

We have carefully noted all your additional remarks with reference to the cause for the shortage of workmen, etc., and do not care at this time to comment on same. It is my intention to visit the south west and I expect to be in Fort Smith about the 25th of the present month, at which time I will be glad to talk these matters over with you. However, I do not expect to be able to convince you that the policies we are carrying out are for your own best interests as well as for the interest of practically all others depending upon the industry for a livelihood.

Anticipating meeting you at the time of my visit and with kindest regards, I am

Very truly yours, — — —, President. S—S.

[fol. 236] Contracts subject to strikes and other causes beyond our control.

Model Window Glass Co.

Hand-blown Tank-made

Natural Gas Used for Fuel

C. P. Zenor, Vice-Pres. & Gen. Mgr.; Lewis Maxwell, President; B. B. Langfitt, Sec'y & Treas.

Fort Smith, Arkansas, Nov. 13, 1922.

J. M. Seimer,
Natl. Window Glass Workers,
Ulmer Bldg.,
Cleveland, Ohio.

DEAR SIR:

Replying to your favor of the 9th inst. relative to placing your wage scale in effect for the second period of the present bldst beginning Jan. 29.

I note what you say in your first paragraph. That you are desirous of knowing what plants that wish to have a scale to operate the second period. We are ready right now for a scale I have asked you repeatedly for a scale to place our plant into operation. Up to the present time you have refused. Stating that we did not have any right to place our plant into operation this period. The reason stated

is that you did not have men enough to man the plants which you had selected for the first period. This is a very poor reason in my opinion. If I am properly informed several of the factories that are now operating are short of men, from the fact that they will not leave home to seek employment elsewhere. There is about 1500 window glass blowers that would be glad to work at their trade if they were not forced to work this 2 period proposition. I understand there are 800 pots now in operation and there are still short of men. If this two period proposition is not the reason for this shortage of 700 blowers I would be glad for you to explain to me what has caused this. All I ask of you is that you give us a scale and if we do not secure the men to man our plant we will certainly find no fault with you. We will not ask you in any way to cooperate with us along this line. In my opinion that you will hear from me in a different manner than this, before this thing is ended. We do not intend to have this plant lying idle here 8 months out of the year, if there is any way on earth to prevent same. I sincerely hope that you will look at this matter in the same light and you will say to those two period manufacturers that it is time for one period now, and you will give the men what they are begging for. A one period system. I assure you this is my last appeal to you in this manner.

With the writers kindest regards we beg to remain,

Yours very truly, Model Window Glass Co., Per C. P. Zenor
Sr. C. P. Zenor Sr., President.

(Counsel for the Government thereupon offered in evidence and [fol. 238] correspondence, as Government's Exhibit Number 25, which was received in evidence, and is attached hereto and made a part hereof.)

One of the letters referred to a small press house down there I bought, or rather bought under the hammer from the Court. It was the intimation in the letter, when he gave me a scale in the second half of 1922, that there was some sort of an expectation I would equip another plant so as to be able to have two plants, one running in one period and one in the second period. I did have that in mind at one time, but conditions got such that I didn't think it would warrant me to do it. I refrained from doing it. I worked that plan, to be honest with you, in order to get permission to operate the plant the next period, so as to have two periods of continuous operation. My object, when I stated that, was that I, as well as the rest of them, had a set of men that wished to continue in operation with me and I thought perhaps at that time it would be advisable to do so, but after going into the thing very carefully and seeing so many had done this, I didn't see where the trade in general was going to be benefited for me to proceed, hence I refrained from doing that and put it into a business that I can operate twelve months in the year and nobody can tell me I have to operate two periods. I am in the bottle business, making bottles, manufacturing bottles.

The reason I stated if they would grant me a scale I would not call upon them to furnish me any labor, that I would get the labor,

was that in my past experience in the business I have never had to [fol. 239] at any time make a request from the manufacturers—or from the Workers Organization to furnish me labor; hence I made that remark, feeling that I stood an equal chance with every manufacturer, the way we were situated, our plant being nicely situated; we had an up-to-date plant built and men who liked to work in those kind of plants; we have had no difficulty in securing the best of labor, and we have never had to call on the labor organization for any assistance, and thereby I felt under the same condition when I wrote that letter.

Without the wage scale, I could not get those men to work; I haven't got money enough to undertake that. I believe, if you will look up the history, you will find we paid above the scale every year we have been in operation.

Our company does not belong to the National Association of Window Glass Manufacturers and has never belonged to it.

We are paying twelve and a half cents for gas down at our plant, if I remember correctly; unusually low. That is about one-fourth of what they are paying in West Virginia. However, when we first went to Fort Smith, we had a four cent gas contract and the gas commission, deeming that wasn't sufficient to give the gas company a proper remuneration, went to work and raised the price of gas from four to twelve and a half cents.

The approximate cost of firing up our tank is about \$3,000, if I remember correctly. We have twenty-four pots. It costs from \$2,500 to \$3,000 to fire. It depends on the condition of your plant [fol. 240] and how much you have to do. That does not altogether enter into the gas proposition.

This two-period plan came into operation February 1, 1918, if I remember right. We were in operation prior to that time. We average, I would say, from seven to eight months, up to as high as nine months, a year. We have operated up to as high as eleven months. There were no years when we were shut down and didn't operate at all, to my recollection. Where the scale was made during those periods, of course, they cut it off at a specific time, but I have known it to go from September 1st up to June 29th in previous years.

If there were no restrictions, we would have been operating eight or nine months—or seven or eight months, I would say.

We sell our product wherever we can. We sell part of it to the Pittsburgh Plate Glass Company and in different markets, wherever we can.

When we closed down last June, we had unfilled orders on hand.

I would say eighty per cent of our product is shipped in interstate commerce; it varies considerably.

We have about \$200,000 investment in our property now. We don't feel we could make a fair return on that investment by operating four months, or we would not be fighting this proposition. We could compete with the machine companies if we were to operate as we had in former years; that is our opinion. I might go a little [fol. 241] farther than that and state the reasons for that.

In 1906, I think it was, the American Window Glass Company started a fight with the hand people and they made a cut on the three brackets of forty per cent, if I remember correctly. And the naturally started a fight with the hand people. The hand manufacturers and the workers got together and kept bringing the wages down to compete with the machines up until 1908 and '09, if I remember just right; and they were forced into providing a sliding scale, whereby they would allow the manufacturers or hand operators to stay in business; and the workers went down as low as \$17 a week, to compete with the machine interests. That continued, I think, until 1910, when a brokerage company was formed and there was some kind of arrangement made whereby the price of glass was advanced and put everybody on a better footing. Just how it was, I don't know. Then the workers got gradually increased in their wages up to the present time; up to 1915, conditions gradually had been getting a little better. In 1918, I should say, when the war period came on, they got exceedingly good wages. The men got paid as high, I think we paid the last period we operated \$1.80 a box, we paid for singles, on an average, to our workmen. The general average, I would think, would be \$1.60, if I remember just right.

With that general average, I would judge the earnings of a glass blower per week of thirty-four or thirty-five hours would be around [fol. 242] eighty dollars. On the basis of the present scale, that adopted last September, I would think about fifty dollars, as near as I can get at it; somewhere around forty-five or fifty dollars. Take it at eighty cents a box for singles, they will average fifty-five boxes for the week, so you can very easily figure what it would arrive at.

There is a single strength blower and a double strength blower. The double strength blower is higher pay. A great many people think it takes a higher skilled man to make a double strength; but I have always contended it takes equally as much skill to blow single strength as double. In other words, it takes more skill to get a double strength roller to go through the flattening, to go through the operation of flattening, harder to save, in other words.

We are not operating in this period and have no objection whatever to the removal of any restriction; that is my contention. I don't see any reason why I should be restricted or anybody else on account of saying that they cannot produce labor. That is none of my business. If I want to take chances to place my plant into operation and take my chances on getting labor, that is my business.

It is my honest opinion that the hand-blown glass industry is a dying industry.

The cost of production would be lower if we could operate longer.

Cross-examination.

By Mr. Davis:

[fol. 243] In 1904 the workers' organization was called the Window Glass Workers' Protective Association, if I remember correctly. I ceased to be a member in 1908, when I was made general manager.

of the Ideal Window Glass Company of West Union, West Virginia; that severed my connection with the trade. I was with the Ideal Window Glass Company up to August or September, 1920. We were not working the Ideal Window Glass plant during the war; we burned down. We worked in 1918; that is the last year we operated. We burned down just two weeks after we closed down. I don't remember the date we closed down.

We did not have any trouble in 1918 for exceeding our quota of fifty per cent. I never had any trouble, as I know of, with anybody, for exceeding it. We did not exceed the fifty per cent during 1918. I might have exceeded it a little bit. I will be frank to tell you we think we did not, from the fact that the Model Window Glass Company was forced to close down its plant. The Model was forced to close down its plant two weeks prior to the limit for operating. In 1918 we operated the Ideal and the Model, both. The Model plant was at Fort Smith. We started the Model Window Glass Company in December, 1917, if I remember correctly. We had trouble with Mr. Neenan, the president of the Window Glass Workers' organization, who suggested we were exceeding our allotment. We had no trouble with anybody else, to my recollection. I would not be positive as to that. We tried, if you will permit me to say, we wanted to [fol. 244] make up those two additional months that the Ideal Window Glass Company wanted to finish enough to be up to the allotment we were allowed for Fort Smith. That is perhaps where the controversy might have come up at that time on that particular point.

When we worked our Model factory in the year 1921 and 1922, in the first period, and got our scale, then we signed our scale agreeing to the first period arrangement. When the first period was out, we naturally wanted to operate the second period. At that time we told the officers of the Workers' Association, if I remember correctly, we were contemplating on converting another plant we were about to build into a window glass plant. I don't agree that it was on that representation they gave us a scale for the second period; they may have done that on their part. I don't think the Workers' Association was induced to give me a scale for the first period because of my representation I was going to put another plant into operation. The manufacturers called a meeting in Kansas City, and they informed me, after they had adjourned, they recommended seventy-two pots more to be placed in operation and the Model factory would be one of them. That, perhaps, has nothing to do with my communication with Mr. Siemer. I communicated with Mr. Siemer. I was going to put in this other factory prior to that time. Mr. Siemer had not already agreed to give me a scale for the second period prior to that time. I got a scale for the second period of 1921-'22, to run out last June, a two-period run.

[fol. 245] As to whether I contend we were entitled to a third period in September,—I think we are entitled to run whenever any other manufacturer in this country is permitted to run. If I ran that period, I would claim the right to run in the period that is about to open.

I haven't taken a scale in the second period because they hasn't presented it yet. I wrote Mr. Siemer that we would like to have a second scale. In the correspondence he said we were permitted to run the second period. We have our factory under fire now and are ready to proceed, as far as I know.

As to what I meant when I told Mr. Siemer in one of the letters I read this morning, that if he didn't concur with my request, he would hear from me, I meant that—there are more ways than one to hear from a party. I meant he would hear from me in other directions, from the higher courts, if possible. I regard this as a higher court, that is my idea. I didn't particularly mean altogether I would start some form of prosecution. I meant I would try to get somebody interested with me to assist me to get a scale to place that plant in operation. To get somebody interested I would have to come to the higher courts. I did not go to the higher courts; the courts came to me.

I was before the grand jury in New York once, in October, a year ago, or in November, perhaps.

I did not go before the so-called Lockwood Committee in New York. I have never been to anybody except the grand jury. To [fol. 248] my recollection, before I went to the grand jury in New York, I had not communicated with the Department of Justice, or any of the Government attorneys, on the subject. I would not say whether I did or did not, because I would have to look up the correspondence. The first I knew the Government was in this matter they came, made a trip to Fort Smith, and not finding me there, Mr. Ficklen came to West Union, West Virginia, looking for me. That was in 1920. I am not positive as to the date on that, but that is my recollection of the Government having anything to do with it. To my recollection, I never wrote to any officer of the Government on that subject. After I was before the grand jury, I don't remember as I had any communication with the Government on the subject that I recollect. To my recollection, there was no communication between me and any officer of the United States Government touching this subject after I appeared before the grand jury in New York. If there was any, I don't remember.

I said I have known when I worked at the trade I used to run seven, eight or nine months in a year, and one year I ran from September to the following 9th of June. I worked at what is known as the Little Wonder at Pendleton, Indiana. They started up the 1st day September and run to the 29th of June. I worked there in years that way. If I remember correctly, that was in 1894, before the machine plants. In 1908 and '09, since machine glass came into the market, if I remember correctly, we ran the Ideal Windows [fol. 247] Glass Company twenty-two months in succession, under the sliding scale. We run all through the summer period, twenty-two months. We made 98,000 boxes. From 1910 to, I would say, 1916, the average would run from six to eight months; I would say we averaged seven months. During that period, to my recollection, we have not been out of blast as long as eight months at a time. We never were out of blasts for eight months. I am speaking about

to 1918. We were out eighteen months, seventeen months, just previous to this two-period plan, they kept us out seventeen months.

Cross-examination.

By Mr. White:

In my letter of November 17th I say: "There is about fifteen hundred window glass blowers that would be glad to work at their trade if they were not forced to work on this two-period proposition", and that is right. I do not mean fifteen hundred additional; I mean all told; which would be about seven hundred more than are working now. As to why I did not obtain some of those men to work in my factory during the period just passing, when I have not been working and haven't been granted a scale,—it would be utterly impossible without having a scale presented by your organization; it would be impossible to get these men. I have tried it. I have tried to get men to work without a scale. I don't know whether they were out of the industry at that particular time; they may not be out now, because I have no data as to just who are out of the trade, or the names of who have left the trade.

[Vol. 249] (Counsel read in evidence letter dated June 29, 1922, addressed to Mr. Zanor, not included in the last exhibit offered by the Government, marked Workers' Exhibit 2, which is attached hereto and made part hereof.)

[Vol. 248] DEFENDANT'S WORKERS' EXHIBIT No. 2

June 29th, 1922.

C. P. Zanor, Sr.,
Model Glass Company,
Fort Smith, Ark.

Dear Sir:

Information comes to us to the effect that it is your intention to disregard the understanding that was arrived at when this organization decided to grant a scale to your company for the period beginning February 1st and ending June 10th of this year.

You will recall that the reasons why this transfer of pottage was made was because of the fact that in the first period there were considerably more pots in operation in the southwestern district than we could successfully man with skilled workmen; in the second period, had this transfer not been made, there would not have been sufficient pots in operation to have taken care of the skilled workers available in that district. For these reasons and no other the transfer was made with the understanding that whichever plants were selected for the transfer would be permanently placed in the second period. At that time we were assuming that the two period idea was a fixture.

The basic reasons for selecting the Connelly plant at Caney and

the Model plant at Fort Smith were as follows: The Caney plant was located in a section where there are a number of towns which formerly contained window glass plants and in which a number of our members are permanently located and, by placing a plant in operation in Caney, it would give these members an opportunity for employment without the necessity of going a long distance from home. For this reason the Caney plant was chosen as one of those to be transferred.

Consideration was also given to Poteau, Okmulgee, Sapulpa and Texarkana. You will recall that the Baker Company and the Sunflower Company were asking that the production of the Augusta plant be transferred to either of these plants and for this reason we declined to choose either of these plants because, had we done so, it would have been considered as a transfer of the Augusta plant and the plant at Augusta would probably not have operated and we would have gained nothing for our membership in the way of employment. This practically excluded these plants from consideration.

[fol. 248½] The Texarkana plant is paired with the Shreveport plant and we did not feel that we should disturb this arrangement as it gives our members in both localities a full opportunity of employment in both periods without the necessity of going long distance from home.

In giving consideration to the Poteau plant it was decided that, inasmuch as the Poteau plant already had operated two successive periods, it would be a rank display of favoritism to have granted them the third successive period and for this reason the Poteau plant was eliminated from further consideration.

This left us no other choice than the Model at Fort Smith and this plant was chosen because of the above stated reasons in addition to the fact that you had made the announcement that you were going to equip a former flint glass plant for window glass production. Inasmuch as this would give you two plants, we decided it would be advisable to place our scale in effect at the Model so that you would have a plant in each period.

These are the basic reasons why these transfers were made and, notwithstanding reports to the contrary, no other reasons existed. We believe it was thoroughly understood at that time that these transfers were made permanently. I wish to say that, in case the two period idea is adhered to—and I am frank to state at this time that I believe it is going to be necessary for us to adhere to the two period idea in order to give our members an ample and equitable opportunity of employment at their trades—we will insist that the agreement entered into at that time be carried out.

I would suggest that you proceed to place the newly acquired plant in condition for operation by early fall so that, in case we find it necessary in order to protect our interests as workers to divide the operating season into periods, you will be in position to give employment to our members and also be able to produce glass to supply your customers as I feel confident that, if matters work out as I am inclined to think they must, the Executive Board will not grant a

ask to the Model Company until the period in which it is legitimately entitled to operate.

I would be pleased to hear from you regarding this matter at your earliest convenience and with kindest personal regards, I remain
Very truly yours, _____, President. S.S.

As to whether at the time one of the reasons I was given two successive periods was as an inducement to turn a flint plant into the industry and add one more plant to the industry, it maybe their idea was along that line; it wasn't mine; it was the manufacturers' at the meeting in Kansas City, as I have just stated.

There was an extension of the period ending in May, 1922, of two weeks, carrying that period into June, if I remember correctly, to increase production.

I base my opinion there are five or six hundred more blowers available, or would be, but for the two-period plan, for the simple reason that men have gone into other lines, quit their employment rather than leave home. In other words, the wages isn't sufficient to defray their expenses, railroad fare and the difference between what they can make by remaining at home. The wages are not sufficient, in my opinion, one reason. I have no data on the subject other than that. The statement in the letter is my opinion.

We have not been in the habit of paying the costs of transportation of the men; I don't know what others have done. The Model Window Glass Company has never agreed to absorb the cost of such transportation of the men going from place to place.

[fol. 250] PLAINTIFF'S EXHIBIT NO. 26 TO BARTRAM'S TESTIMONY

All orders accepted subject to strikes and unavoidable delays.

Copy

Long Distance, Bell Phone North 2193; Citizens, 7549

"Capitol Brand"

The Buckeye Window Glass Co.,
Manufacturers of Tank Made Glass,
Columbus, Ohio

Charles E. Bartram, President and Gen'l Manager; J. M. Sheets,
Vice President; F. B. Ford, Treasurer; C. E. Bartram, Jr., Sec'y
and Manager

Columbus, Ohio, Oct. 31st, 1922.

Mr. J. M. Siemer,
Pres., and Executive Board National Window Glass Workers
Association,
1103 Ulmer Bldg.,
Cleveland, Ohio.

DEAR SIRS:

We are writing you at this time requesting that you grant us a scale straight through until the end of this fire; namely, June 11th, 1923. We feel we are entitled to such consideration on account of the causes beyond our control which have made us lose so much operating time in the past two years. In the first place we were unable to operate our plant at any time during the year 1920. This failure was brought about by a decision of the Public Utilities Commission of Ohio refusing the gas Companies permission to grant us the use of Natural Gas, which we had always been accustomed to have. They did not, however, make this ruling until about 40 days before time for going into blast. We immediately got in touch with producer people, and had a complete producer equipment installed, but the length of time required for this installation knocked us out of any chance of operating until Sept. 19th, 1921, and due to the new installation and many changes in our manufacturing process, also the limited scale of thirteen (18) weeks, we were unable to get the full time in.

We have this year made extensive improvements, and spent a great deal of money in equipping our plant so that we may be able to run a normal period; namely, up to June 11th, 1923.

The writer has just returned from a trip on which he called on five (5) of our largest customers, and each and everyone has offered the same excuse for not booking business; namely, we would only be able to take care of them for a few weeks' time, and then they would be compelled to look elsewhere for their glass needs. They all have assured the writer they would be only too glad to book

their glass orders with us if we would give them any assurance of being able to take care of their needs up to June 1st. They in turn anticipating their needs during the necessary summer shut down. Our customers prefer hand-made glass if we can only assure them of being able to take care of them. They are among the largest glass buyers in the country, and if this feeling which prevails with them, and they say it does, is general, you can readily see that it is only a question of a short time until a hand plant will be unable to book any orders except the low rated one car load buyers over the country.

[fol. 251] Our relations with your association have always been very satisfactory, and it is our earnest desire that they remain so, but we must insist on this extension. A prompt reply is requested.

Very sincerely yours, The Buckeye Window Glass Co.
_____, Sec'y. B-B.

[fol. 252] Affiliated with the American Federation of Labor

National Window Glass Workers,
Headquarters, 1103 Ulmer Building

J. M. Siemer, President; Thomas Reynolds, Secretary; Joseph Slight,
Treasurer, Columbus, O.

Telephone, Bell Main 3860

Cleveland, O., Nov. 7th, 1922.

Buckeye Window Glass Co.,
Columbus, Ohio.

GENTLEMEN:

Your letter of Oct. 31st was received and contents carefully noted. In conformity with the policy of the organization in matters of this kind, your communication was referred to the Executive Board at the meeting held November 4th and very careful consideration was given to the proposition you place before us. After mature deliberation the Executive Board came to the conclusion that the policy that has been outlined of issuing a scale to each furnace for only one period must of necessity be adhered to because any deviation from this policy would cause a great deal of dissatisfaction which would no doubt result in bringing demoralization into the industry.

It is to be regretted that, through unavoidable circumstances, your period of operation is reduced to approximately 18 weeks. Personally I feel that, if some plan could be worked out whereby you could secure your full sixteen weeks' operating period other plants that are unable to start at the time the scale became effective would expect to secure the same concession. However, if such a concession were granted, it would necessitate your plant operating into the time specified in the second period and it would be very much of a ques-

tion whether you would be able to retain the services of our members beyond the time for resumption of plants in the second period, which would be January 29th. However, I would be very glad to take this matter up with you and, if you believe a concession of this kind would be of any advantage to you, I think the matter can be presented to the Executive Board and that body could be induced to give it favorable consideration. However, I do not believe that, in the face of the possibilities of causing so much dissatisfaction at other plants that would make a like request the Board can give favorable consideration to granting a scale for the second period to a furnace to which a scale has been granted for the first period.

We have come to a realization of the fact that the two unit plants have considerable advantage over the one unit plants and we believe in making future wage scales consideration will have to be given to this fact. It will be necessary to work out some plan whereby the single unit plant will secure a longer operating period than the two unit plant in order to place them on a more equitable basis. [fol. 253] However, this could only apply on the next wage scale which will begin in the fall of 1923, as I am quite confident the present arrangements provided for in the scale now in effect will of necessity have to be carried out in order to maintain as much harmony as possible within the industry.

Regarding your statement that your customers prefer hand made glass if they can only be assured of being able to get it at any time, I wish to say that ever since the fall of 1921 hand glass has been procurable, and I am quite sure it is not the policy of this association to permit a condition to arise wherein hand glass is not procurable at all time in any desired size or quality. The fact that the dealer may not be able to secure what he needs from any particular producer does not eliminate the possibility of his securing the product at all. It can always be secured through the Jo' nston Brokerage Company.

I appreciate the fact that your relations with this Association have always been very satisfactory and I also desire that they remain so, but be cannot overlook the fact that a deviation from a policy outlined in conformity with conditions existing in the industry can only result in a condition of dissatisfaction which will eventually result in demoralization.

Very truly yours, J. M. Siemer, President. S.S.

[fol. 254] C. E. BARTRAM, JR., a witness called by the Government, being first duly sworn, testified as follows:

Direct examination.

By Mr. Shale:

My name is Charles E. Bartram, Jr.; residence, Columbus, Ohio.

I am secretary and manager of the Buckeye Window Glass Company, Columbus, Ohio, and have been connected with the company

in that capacity since 1909. My principal duties as secretary and manager are hiring the men over in the factory end of it and selling our glass, and any executive part that the president does not do.

I am quite familiar with the affairs of our company, which is now operating under a so-called wage scale. I signed that wage scale on behalf of our company. It limited our period of operation from September 28th to January 27th. We had to sign a wage scale that would thus limit our period of operation, to get workers on it. If we cannot get a scale, we will have to close down on January 27th. We have made an effort to get a scale; we have written them. They have told us we could not; definitely refused. The letter was written, I think, by Mr. Siemer.

I can identify the correspondence shown me as copy of my letter to the workers' organization and copy of the reply to it.

(Counsel for Government thereupon offered said letters as Government's Exhibit Number 26, which were received in evidence, and [fol. 255] are attached hereto and made a part hereof.)

Practically all of our product, ninety per cent of it, I would say, is sold in interstate commerce. We sell direct to our customers. Mr. Siemer's suggestion that hand-blown window glass could be procured from the Johnston Brokerage Company naturally would not appeal to me especially. We are not selling through the Brokerage Company; we are manufacturing Capitol Brand, our own glass, and selling it to our own customers under our trade name "Capitol" brand.

If we are obliged to close our plant on January 27th, our customers will not be able to obtain their requirements of Capitol brand glass, if we have to stop manufacturing it then. We have unfilled orders now.

Cross-examination.

By Mr. Patterson:

I imagine in unskilled labor we pay a higher price in Columbus than in the smaller towns.

I have been connected with the glass industry since 1910 and am familiar with the start of the two-period operation. I know the reason assigned by the labor union for starting the two-period plan, and it has been continued by the labor union and the manufacturers—I don't know that they have given any specific reason. I think there has always been a lot of men leave the union, leave their trade. The shortage of skilled men is the reason the unions gave for wanting to operate in two periods.

[fol. 256] I don't know whether I have signed, personally, the scale each time for the first period ever since the two-period plan came in. I think we were in the first period each time, I believe so. The following clause was in the wage scale: "This wage agreement shall be in effect for the first period of September 25, 1922, to January 27, 1923, during which time the scale shall be in full force for sixteen weeks, or ninety-six working days." I don't know anything about all the other factories in the first class signing similar agreements; I believe they did.

I have always understood that the grouping of these factories is nearly as may be half in the first group and half in the second. The manufacturers in the second group are relying on getting a supply of labor that has been used in the first group, if no more men come back. They will not entirely have to get labor from the first group, I don't think. We have eight men that are coming back, that didn't go into the factory in the first period, so for that reason I cannot speak for the men in the other plants. I don't think that if the first group of factories continued in operation during the second period, the second group would have to stop; I think there will be shortage of men for this period. If the A group continues in operation after the end of their period, I imagine that in this period it would be the case that more than half of the B group will not be able to start. I would not regard that as a breach of an agreement that has been signed by the B group people, to have labor assigned to them for [fol. 257] ninety-six working days. We haven't ninety-six working days. If we have an agreement for ninety-six working days, we are not able to start on the job. By stopping on January 27th doesn't give us ninety-six working days; that is the schedule, for ninety-two working days. The first group starts September 25, 1922, and continues to January 27, 1923; and the second group begins, I expect, on the 29th of January. I know of only one manufacturer in the second group; I have talked to only one manufacturer in the second group and he told me that he wasn't going to start until February 15th. I don't know of any other. If they are going to start on time, they must start their fires earlier, about three weeks; something like that. Failure to operate after you have started the fire would be rather expensive and cost them a loss of several thousand dollars.

Cross-examination.

By Mr. White:

We do not have an ample supply of skilled labor living in Columbus; we could not man our factory with the men living in Columbus.

I think we started to manufacture about three weeks late. We lost three weeks as a result absolutely of our own late start; I frankly admit that. We were getting our producer ready.

I think I can generally tell the difference between hand and machine glass. They are all absorbed by the market on equal terms, the price in the trade is the same; the machine doesn't demand [fol. 258] a higher price than hand, or hand a higher price than machine.

Cross-examination.

By Mr. Patterson:

The price is established by the machine companies, that is, the American Window Glass Machine Company. They fix the price and the price stays until they change it.

Redirect examination.**By Mr. Shale.**

We signed a scale for every period since the two-period plan began operation, every year we ran. We never run without a scale.

CHARLES E. BARTRAM, SR., a witness called by the Government, being first duly sworn, testified as follows:

Direct examination.**By Mr. Shale:**

My name is Charles E. Bartram; address, Columbus, Ohio.

I am president and general manager of the Buckeye Window Glass Company, a hand plant. I have been president of that company since the winter of 1908, since the organization of the company. The Buckeye Company is now in operation under one of the so-called wage scales that was signed by my son, who just testified. I am familiar with the terms and provisions of that wage scale and knew it was being signed by my son. I knew it provided for a period of operation from September 26, 1922, to January 27, 1923.

[fol. 259] The reason the secretary of our company was authorized to sign the contract that would thus limit our period of operation was because that was the only way we could produce any glass; couldn't get the workmen without that. We do not expect to close down on January 27th if I can get a scale, so that our workmen can stay with us. We could not run without the scale. I most certainly would like to continue to operate our factory.

Application has been made on behalf of our company for a scale for the second period and it has been refused. If our company is obliged to close down on January 27th, it will remain idle until there is a new scale made. They absolutely refuse to grant any special scales to us. As to a new wage scale being granted to us, if it is entered into, I don't think there would be any great difference between us and others. I think they would grant it to us, and when they would grant it to others, they would not refuse us. Our company does not belong to the National Association of Window Glass Workers now. We paid our last dues to it in November, along about October or November, 1921. Our company was not represented in any way in any of the negotiations which resulted in this present wage scale, and yet it is applied to our company.

Under present fuel costs, it costs us about five thousand dollars to heat up; that is just the heating of the tank, aside from repairs and replacements. We have one tank. Lord, no, we have never [fol. 260] considered building another tank. As to whether if we built another tank we would be able to get a scale to operate both periods—I am inclined to think they would figure out some other way of squeezing us.

Prior to the adoption of this two-period plan, we generally ran seven and a half months, but along about 1909 or '10 there was no limit to the working time. I know one of those years I run ten months and a half and the other was nine months and something. It gradually worked down to 1916, where we run on an average of seven and a half months, after that, so that in 1916, I think, we run about six months, and, coming to the winter of 1917 or '18, when the so-called fifty per cent. reduction was made. I think we manufactured a little less. I have never gotten over thirteen weeks in in any of those periods since then, since the two-period plan. If there were no restrictions now, I could operate very easily and comfortably up to the 25th of June. I could operate an average of seven and a half months, from seven and a half to eight months a year, till men can comfortably work in the factory.

My recollection is that during the war they simply all curtailed their production fifty per cent., but they were all working. I would not say now that that is an absolute fact, but it is my recollection that the factories curtailed fifty per cent., and then following, when the scale was made, the factories were divided into two divisions.

We sell the glass of our company direct. More than ninety per cent. of our glass goes into interstate commerce. We only have two [fol. 281] customers in Ohio; the balance of our window glass is all sold outside of the state. Those customers of ours have been our customers for twelve or fourteen years. We only have nine customers. That has been the situation approximately since we have been in business, making and selling our glass to the same general customers; but there was three years in which we tried selling others as well as selling these customers. We had these customers and tried to sell others, but we found it wasn't satisfactory. In other words, we sold a few brokers. We tried once selling through the Johnston Brokerage Company, years ago. It was very unsatisfactory.

I anticipate having unfilled orders on hand January 27th; we cannot fill all the orders we have. Those orders are for shipment in interstate commerce.

We have a \$300,000 investment in the plant. We cannot make a fair return on that investment operating four months out of the year. The orders which will remain unfilled on January 27th we will simply have to cancel; and the effect of that is that our customers will expect, if the price of glass goes up, they will expect us to fill those orders when we start making again; if the price of glass comes down, they will never say anything about it.

Our company, using the hand process, on an equal time of production, can compete with the machine companies.

The hand-blown window glass industry is a dying industry the way it is being handled.

[fol. 262] No cross-examination.

(Noon adjournment.)

Thereupon the Government rested.

Mr. Patterson: May it please the Court, court for the defendant are so clearly convinced that the elements of the case pleaded by the Government have not been made out that they are prepared to move the Court to dismiss the bill filed in this case. I do not know, however, your Honor's preference in regard to such matters, whether you will care to take it up now or—

The Court: If I should overrule that and you would want to go forward with the testimony, I would overrule it without consideration and hear your testimony.

Mr. Patterson: That is, your Honor would prefer that we go ahead with our case?

The Court: If you have testimony, I prefer that you go ahead with your case.

DEFENDANTS' TESTIMONY

H. L. EVARTS, a witness called by the defendants, being first duly sworn, testified as follows:

Direct examination.

By Mr. Davis:

My name is H. L. Evarts; residence, Utica, Ohio.
[Vol. 263] I am secretary and treasurer of the Utica Glass Company, a private corporation, engaged in manufacture of hand-blown window glass. That company has been in business nineteen years and I have been connected with it approximately eighteen years. It is now in operation, and its operation will cease on the 27th of January. We are in operation under the wage scale for the first period and expect to suspend operations at the end of that period, if the wage scale be left undisturbed.

I approve of the two-period plan of operation. In my opinion, it is the only plan under present conditions that permits us to operate, because of the shortage of labor, primarily. From all information we can gather, there is less than fifty per cent. enough men in the country to properly man the plants, and if everyone tried to operate at one time, it is only natural to say that we would be fifty per cent., at least, undermanned. The effect of running a factory fifty per cent. undermanned is that your expense would be prohibitive. You have a heavy fuel cost that goes on just the same whether you are fifty per cent. manned or a hundred per cent. manned, or twenty-five per cent. manned. You also have your other overhead expenses, such as insurance, taxes, depreciation and so forth, which are just the same whether you make a production or not. Your total cost on those particular items would be the same under the one or two-period plan, the insurance, taxes, depreciation and so forth. The fuel cost under the one-period plan is out of proportion [Vol. 264] portion to the labor cost. At our plant we will burn from a million to a million and a quarter feet of gas a day, and we would

burn just the same. We have an old contract and we also have control of the local gas company that supplies most of our gas, and that contract calls for a $3\frac{1}{2}\%$ rate, but the gas we buy on the outside we have paid as high as sixty cents a thousand feet for it.

Q. It has been testified here that a hand-blown window glass plant cannot run under the two-period system and make any profit.

A. Well, that is very easily shown that they can; we have done it. We have been in business, as I said, for nineteen years, and the past five years, four or five years, we have run on the two-period plan and we have never lost money yet.

Q. You prefer the two-period plan to the single period?

A. I certainly do under present conditions, as long as labor shortage is a fact in the country.

(Narrative continued:) Part of our labor resides at Utica. I would say fifty to seventy-five per cent. of our men reside in Utica. The other men come from New Jersey and Illinois. When our plant is out of blast, our men who are residents of Utica go, of course, to a plant that is closer to home that intends to operate in the second period. This past year I know there are twenty-five or [fol. 265] thirty-five workmen going to Marietta, and there are about the same going to Masontown, Pennsylvania. Marietta, I would say, is a hundred miles; Masontown is a hundred and fifty miles, or possibly a little more. There are no other window glass plants at Utica now; there used to be three hand plants there, two of them burned down; one of them was never rebuilt, and one of them at the present time is building a plant with the intention of putting in the new machine process. There are no more hand-blown plants.

I don't think there is enough gas, if another plant begins to operate. It has been proven in the past years that there is not enough gas. When there were three of us, it was when the gas field was new; there was plenty of gas; that is, the gas field has been playing out rapidly in the past ten years and at the present time there is not really enough local gas for one plant. We have to get gas that comes from West Virginia to operate our own plant.

I have never been a glass blower myself; I have been an office man in all my experience. Judging from my experience, the effect on labor efficiency in a return to the single period and this semi-manning that I described, would be that the efficiency would drop off considerably. We had an experience similar to that, only not so aggravated, in past years, and the men won't work efficiently and at a reasonable price, I would say, if they know they can go over in another town and hear that they can go over there and somebody [fol. 266] will pay them more money. It increases the travel amongst glass workers. In our own case, I would say, the production would drop off twenty per cent or more per man, or per factory, either way you want to put it, it would mean the same thing.

Cross-examination.

By Mr. Shale:

The one-period plan increases travel.

To operate a factory fifty per cent undermanned is certainly rather objectionable and disastrous. I can distinguish between operating a factory fifty per cent undermanned and operating a factory one period out of two. You run a factory one period, the only increase you have in cost is in your overhead expense, that is, your insurance and repairs, the items we mentioned a bit ago, but if you run a factory continuously, say, two periods, or one period, fifty per cent undermanned, you have other items which increases and more than offset that decrease in your fixed overhead.

We pay $3\frac{1}{2}$ cents per thousand cubic feet for gas, but when we buy gas outside it costs us as high as sixty cents a thousand. We have purchased gas outside. It all depends on weather conditions in this state,—as I said, we control the local gas company—in this state they compel you to take care of your domestic consumers first, and the result is that we only get what we call the surplus for the factory. If you have cold weather out of doors, your domestic consumers naturally take more gas and leave less for the factory, and you [fol. 267] have to buy more gas off the outside companies. There are three companies we buy gas from—the Ohio Fuel Supply, the Logan Natural Fuel Supply Company and the Buckeye Gas Company. The Ohio Fuel Supply and Logan have their sources in West Virginia. I don't think the Buckeye goes out of the state.

Redirect examination.

By Mr. Davis:

Q. What, in your judgment, would be the effect on the financial condition of the hand-blown plants in general of a return to a one-period system?

A. It would mean the ruination to them, I think, at the present time, under present conditions.

Q. So long as the shortage of labor continues?

A. So long as the shortage of labor continues. That is what I mean by present conditions and time.

George A. Schlossstein, a witness called by defendants, being duly sworn, testified as follows:

Direct examination.

By Mr. Davis:

My name is George A. Schlossstein; residence, South Charleston, West Virginia.

I am president of the Dunkirk Window Glass Company, an incorporated company, operating in the city of Charleston, West Virginia, engaged in the business of hand-blown window glass. I have been in that business thirty-five years and been the same time with [fol. 268] the Dunkirk Company. I worked in my father's factory as cutter. For thirty-five years I have been on the manufacturing end.

I have worked under both the one-period system and the two-period system. Our factory is now working under the two-period system for the first period, and will go out of blast on the 27th of this month.

Q. Speaking from your experience of the two systems, which do you believe the most advantageous to the industry?

A. The two-period system.

Q. Will you explain why?

A. On account of the shortage of your workmen.

Q. Now, develop that a little bit, Mr. Schlossstein. What is the practical effect of the two-period system and the one-period system in case of a shortage of workmen?

A. Well, we, by actual experience, when we first moved down to West Virginia, we were very much undermanned; we at times only got out sixty to sixty-five per cent of our capacity and never did we get out a hundred per cent production until the two-period arrangement, when we were supplied with sufficient workmen to get out the maximum production.

Q. Which is the most economical and profitable operation, a hundred per cent for one period of operation or fifty per cent for the entire season?

[fol. 269] A. Well, the operation for the short period.

Q. Why?

A. Why, because we have many men employed around the plant that do not work on piece work, which goes into the overhead, and while we get the glass made by piece work, the overhead is the same whether we get out a large production or whether we get out a small production, and the fuel is the same.

Q. From your knowledge of the industry, which system do you believe is better for the workmen himself?

A. I think the two-period system is better for them.

Q. Why?

A. Why, if there is no profit, you can't pay any wages.

Q. It has been stated here by some of the Government witnesses that a hand-blown window glass plant cannot operate profitably under the two-period system. What is your observation and experience about that?

A. Why, I am of a different opinion than they are.

(Narrative continued:) I have found it possible to operate under a two-period system.

Our fuel at Charleston is natural gas, for which we pay eight cents a thousand. There is one hand plant and one machine plant and the large Libby-Owens plant, in that city. The Libby-O-

[fol. 270] a machine plant. There is not enough gas for all of us working at one time. For the last three years we have not operated together, and even then, with some of the plants shut down, there was times, when the weather got real cold, that we were short of gas and had to suspend operations temporarily. If we were all in blast at once, the fuel conditions would not permit us to operate during the real cold weather. It is very expensive to be asked to block in the middle of the winter; you have got to keep a lot of help around and burn up a lot of fuel in order to keep your main tank hot, and it is very depressing to experience a shortage of gas.

In the case of a shortage of labor, if all the plants are in operation, the selfish manufacturers generally pay a guarantee or premium, or bonus, in order to get more than their share of the available supply of labor. The effect of that on the general labor conditions is that they get very independent.

As to the efficiency of the individual workman under the one-period and two-period system, under present conditions,—when every place is filled, labor seems to be very efficient, but if there is a lot of vacant places, they get very independent and indifferent. That has been my experience. In other words, labor has a good deal of human nature in it.

There is generally more demand in the fall for glass than there is in the spring. As the buildings near completion the windows are [fol. 271] put in and that is generally in the fall of the year; a building that starts in the spring is generally completed in the fall. The market for glass depends entirely upon the activity of the building industry. If there is no building, there is no demand for glass; if there is a very heavy building activity, why, there is a good demand for glass. There is a certain amount of glass used for replacements and for advertising purposes. We often spoke about that and I wouldn't think the replacement amounted to more than ten per cent. I would think ninety per cent of our glass goes into buildings that are just in the process of erection.

I have made a computation of the difference to us in the manufacturing cost of the glass we manufacture under the one-period and under the two-period system. I can't give you the figures in dollars and cents, but I can give it to you in the amount of output from the plant. During the year 1915-'16, working three shifts—which, of course, was the one-period mode of operation—our output for the year was $35\frac{1}{2}$ pots for the factory during the year. That is all the pots we were able to keep in operation on the average during the working period, operating thirty-nine blowers. And during the year 1916-'17, working three shifts, the production was thirty-five pots for the season, and the year 1917-'18, we operated three shifts—the two-period started that year and the production jumped from 35-pot capacity to about 42.8. During the next year, we operated four shifts, the two-period mode of operation, and the production [fol. 272] during 1918-'19 was $42\frac{1}{2}$ pots production; during the year 1919-'20, with the two-period system in effect, it was 43.3 pots production by the fire; that is the capacity, the output, we have got.

You see, if you have thirty-nine blowers and every man works full,

you get thirty-nine pots production; if a man does not work very diligently, the production will drop below that, but if he speeds up and works more than normal, he gets you out a greater production. So you see during the time that the two-period system became operative the production actually jumped from thirty-five pots, as much as we were able to get out, up to 48.3 for the plant. I mean per man power. My figures are in terms of boxes, that is something entirely different again, but it ought to appear plain to you if I say thirty-nine blowers will make thirty-nine pots production; they will each one empty a pot, thirty-nine pots, for the whole season. As to whether that means he will empty thirty-nine pots of molten glass during the season, he will make as much as he can possibly make. If you have thirty-nine blowers and you get a thirty-nine blower production, every man has worked up to a 100%, and if you get over thirty-nine pots production, the man has worked over thirty-nine pots production, he has worked more than the—now, I should go back and say that we used to call thirty boxes of double a week's work and forty-eight boxes of single a week's work; that is the calculation. In other words, when speaking of pots I am speaking in terms of [fol. 273] melted glass, and when I speak of boxes I speak in terms of manufactured glass.

Q. What you mean by this statement is that the blowers empty that much pottage of molten glass, that is, they take that much molten glass and make it into the manufactured article?

A. I don't know whether I understand the question exactly, but it is a custom among the trade, one manufacturer will ask the other, "How much production did you get last year?" and if you have a thirty-six blower tank and you say to him, "I got forty pots production," he will understand in a minute that you didn't make thirty boxes of double and forty-eight of single, but that you made more than that every week, you got a good production.

Q. And that translated into boxes means thirty of double and forty of single?

A. No, it is a basis of calculation.

Q. I say, the basis of calculation is, when you speak of pots if you speak of it in the terms of the manufactured article, you would speak of thirty boxes of double and forty of single?

A. Forty-eight. If you get a full production from this double thick blower and thirty from this single strength blower, you would get thirty boxes from the double thick blower and forty-eight boxes would come from the single strength blower.

[fol. 274] Q. In other words, if you have thirty-six blowers and thirty-six pots production, that means the blowers are doing 100%?

A. That's it, exactly.

Q. And if you have thirty-six blowers and forty pots' production, they are better than par?

A. Yes, sir.

My expression of thirty pots a week or forty-eight boxes a week is based on what one blower does a week. Back in 1915 or '16 pro-

duction was thirty-five pots; 1917-'18 it was up to forty-two pots' production. It went up to as high as 43.8. The total production during the period of a calendar year would not exactly depend on how many weeks you work. A man may only be in operation thirty days and he would show on a forty-pot production during that thirty days. The total in the number of boxes would depend on the number of weeks the plant operated during the year. The additional labor per man you are able to get out of the men is higher under the two-period system than with the one-period system.

For the time I am working, I am making much more glass under the two-period system than I was under the one. I don't have the pot production per man in any period of time earlier than 1915. I didn't take the total production from our plant during any period of years. Our statistician has that, though, and the workers have it.

The American Window Glass Company fixes the prices in the window glass industry. At stated periods they come out with a [fol. 275] price to the trade and, if we want to sell any glass, we have to meet that price. We generally try to get as much for glass as we possibly can. If they fix the price up at a certain figure, we cannot get that price right away. They don't get it, either. If you will permit me to explain, the change in price, whether up or down, comes about through the conditions of the market. When you have a slow, sluggish market, extending over a period of weeks and months, you can expect a change in price downward, and when you have a very active demand, sometimes you are so booked full of orders—and this applies to the American Window Glass Company just as well as any individual—the American Window Glass Company, in order to check these orders, will advance their price, and they will do that knowing very well that they will ship glass for weeks and weeks yet, and they will know very well that they are not going to get the new price right away, but eventually the new price will come; the jobber will have to buy in the course of time. When the price goes the other way, when the reduction in price goes down, they generally get the price right away. The American Window Glass Company will get the lower price. It is a question of supply and demand that regulates the price, whether it is up or whether it is down. That has been my experience. The price leader is the American.

Direct examination.

By Mr. White:

Under the one-period plan of operation, our factory always ran [fol. 276] about seventy-five per cent full as to men. During the two-period plan we have been running a 100% full.

I have computed the difference in percentage in gas cost between running 75% full and 100% full. When we first started to operate down there, it required twenty-eight hundred cubic feet of natural gas to make a fifty foot box of glass. We would take our gas bills for the whole year and divide the number of boxes that we made

into the total amount of the cubic feet of gas that we consumed. After we began to increase our pottage, as I have enumerated them why, we reduced the two thousand eight hundred feet to one thousand nine hundred feet. We clipped off nine hundred feet in the consumption of gas, because a big tank furnace is kept at a heat of twenty-eight hundred degrees Fahrenheit, whether there is fifty per cent of glass taken out of it or whether there is a hundred per cent taken out; that big body of glass has to be kept at the top heat all the time, and it is just the same way with the blow furnace and the flattening ovens. In other words, we saved this nine hundred cubic feet of gas per box when fully manned. We have one of the lowest prices in the country; our gas price this last year has been running eighteen cents a thousand. The normal price has been around forty cents for some of the Clarksburg factories, in the Clarksburg district.

Our normal output in the last two years has been approximately 32%. We reduced it from twenty-eight hundred cubic feet down to nineteen hundred feet; that is nearly 33% reduction. If the fuel [fol. 277] bill would run fifteen thousand dollars for the year, you would save five thousand dollars; you would get that much more glass out from the same amount of heat that you expended. We have made, I think, 45,000 or 48,000 fifty foot boxes in the last few years, running forty-five to forty-eight thousand boxes.

I would think, roughly speaking, about 18% of our total manufacturing cost is expressed in gas costs. In my opinion, the effect on the labor in the industry in general by going back to the one-period system would be that they would become inefficient; they would get independent.

[fol. 278] C. H. HARDING, a witness called on behalf of the defendants, being first duly sworn testified as follows:

Direct examination.

By Mr. Patterson:

I am president and general manager of the Harding Glass Company located at Fort Smith, Arkansas. My full name is C. H. Harding. I have been engaged in the glass business, all told, about forty-four years, all but nineteen years of which time I was a worker. I worked as a flattener.

I have been through what is called the single-period and the two-period operations. The two-period operation was installed in the early part of 1918. On December 6, 1917 the Government reduced the production fifty per cent, in order to save fuel. I don't think the Government cared how it was done, but they ordered that only one-half the amount of glass made in the previous year should be made by the window glass manufacturers of the country. The early winter of 1918 was bitterly cold and fuel was scarce, I understand, in the

out, and much of that fuel was needed for war work. I guess it was about January 1918 that the order became effective.

The Court: Now, that order diminished the production of the hand blown glass fifty per cent. Now, what did the manufacturers of the hand blown glass industry do first in compliance with that order? How did they put it into operation or carry it out?

The Witness: They had a meeting, and of course they had a committee; [fol. 279] they had a meeting and tried to work the proposition out in such a manner that it was going to help the government just as much, and incidentally to help the manufacturers who were short of fuel that winter, to get some of the operation that rightfully belonged to them, and which the government desired they should have.

The Court: How did they do it? I am not interested in your natives or the way you conferred or did not confer, but what did each factory do and what did all the factories do?

The Witness: The government was satisfied with the proposition of making one-half of the glass that was made in the previous year; that figured out country-wide 2,526 boxes per pot. The proposition was submitted to the government that each plant should be entitled to make 1,263 boxes per pot, being just one-half of what was made the previous year.

The Court: That would give the basis. Now, how did the plants do it, how did they go about it so as to get down to the 1,263?

The Witness: I think the details of that were carried out by the labor organization.

The Court: Do I understand that you do not know, you cannot inform me?

The Witness: I cannot tell you.

(Narrative continued:) This was started by taking the basis the government gave us, either December 1917 or 1918, as the basis of reduction. It was '16 and '17. The latter part of '16 and early part [fol. 280] of '17. Then by whatever means it was arranged—and I think it was through the labor organizations—the pot production was just cut in half. During that year there was a large number of factories that were unable to operate on account of the severe weather. It was suggested that those factories be allowed to operate at a later period when the weather would be milder and they could operate and give them their share of production. That was the initiation of the two-period proposition. Later on it was divided into fifty per cent, each.

The two-period operation met with great disfavor by me on the start, but when I saw the situation in the country the two-period proposition seemed to give us plenty of men, and plenty of men meant a good production and good production meant a profit if a profit was possible. I objected when it first came to me to going on the two-period proposition. We had plenty of labor under the two-period proposition until the wages were cut the second time, and in the spring of 1922 and this fall we have been short of labor, that is under the two-period operation.

The price of glass was cut in April 1921, during which spring months there was no operation because there was no sale for glass. The price was cut about 22% or 23%; the wages were fixed up so that we might proceed to make some glass in the fall, which was done. There was a 28% reduction accepted by the workers in order to enable us to sell glass at the new price. The fall operation was entered into and glass was made on a reduction of 28% on the skilled labor, and immediately following the closing of the plants another cut came in the price of glass, about the same percentage, which [fol. 281] seemed to forbid any more glass being made that spring. The two cuts totaled approximately fifty per cent of the 1920 wage. They were reduced from - dollar and a half to seventy-five cents a box. During the year 1921 we were idle eight and one half months. That cut in the wages and that period of idleness seemed to have a very bad effect upon the men in regard to their employments because we were never completely manned after the first and second cut came. I will qualify that. When the first cut came we had quite enough men because they couldn't apparently find anything to do. That went through the fall period of 1921; we had plenty of labor. Beginning with 1922, both in the spring and into the fall operations, we have been short of labor.

As to the statement that a single-period of operation with the labor reduced as it has been described, will be better than the double-period of operation, I don't think we would be able to operate except to pay bonuses and premiums and one thing and another, just dogging, dog fighting, until a handful of us were left in the business, and that would be only a handful provided we were able to get the financial backing to go through such a fight.

"The Court: It has been suggested here that during that period the wages were lowered, cut down as low as $17\frac{1}{2}$ cents a box; is that your recollection?

The Witness: I think that is a misunderstanding. Less than 20 cents a box or \$17 a week. In fact, I think. We had blowers only making \$15 a week."

(Narrative continued:) I think that if the factories were to go [fol. 282] upon a single period instead of a double period that the student of costs would immediately recognize the fact that his costs were going to advance.

"The Court: What costs are there to advance when there is a shortage of labor?

The Witness: May I illustrate?

The Court: I wish you would."

(Narrative continued:) If a plant is able to make a thousand to eight hundred boxes of glass a day at a profit of ten cents per box when it gets that production, it has eighty dollars' profit for the day. That, we will say, is full production. Now, the features that enter into the sacrifice to that manufacturer, are these: and every element of cost outside of the skilled labor, with the exception of the ne-

material that goes into the tank, are absolutely lost when the production is not made just in a corresponding way. We will say that the overhead cost is \$1.50 a box, for example, and that fifty cents of that \$1.50 consists of the raw materials that have gone into the manufacture of that glass, and the dollar is insurance and taxes, shop dues, and blacksmith and night watchman, and fuel. To illustrate the point, there is a dollar that is positively lost on every box of glass. That is, of the eight hundred boxes to be made in the plant, when he makes eighty boxes less than that, he has lost all his possible profit, as I have explained. We will say the plant only takes 75% of its production, or 600 boxes of glass a day; then it has sacrificed a dollar a box on 200, less the 80 that might have been profit, or \$120 a day that has been lost.

[fol. 283] "The Court: That arises from the fact that with the present condition of labor there would not be enough men in the trade to man all the factories 100 per cent?"

The Witness: I don't believe that three-fourths of the plants would undertake to operate."

(Narrative continued.) It is evident that because of these cuts in prices, in wages, and by this enforced idleness of eight months, that the workman has joined with the manufacturer to believe that it is a dying industry, and I so believe.

Manufacturers west of the Mississippi, in the hand-blown glass industry, have made an arrangement to pay the transportation of labor from the East. Out of our six years that we have been there, or nearing the end of six years, probably in four out of six years, we have done that, except in 1919 and 1920, when men were plentiful enough we didn't have to do it, and wages were high. Now that men are not plentiful I don't have the words to describe the effect and conditions where there is an attempt of all the factories to operate. We call it "a little Hell" when men take advantage and will not work because we are short of work. It will result in the men leaving and going from one plant to another. They demand this and that and when they can't get it from us, they go where they can get it. Nothing has increased or decreased traveling. That is inherited by the glass blowers. It has decreased production decidedly.

Operation on the double period would increase production and the single period would result in decreased production.

The laborers of our plant are largely transitory. I never figured out how many of our employees are residents of Fort Smith and [fol. 284] have homes or families there, but I think not over 20 per cent. We require about 155 skilled glass workers to operate the plant at normal capacity. There would be thirty to forty of that number who have their permanent homes in Fort Smith. When we suspend working at our factory at the end of one period, the employees who have their homes in Fort Smith work in restaurants, and some work in other manufacturing establishments other than glass factories. Some of them work in wholesale houses, some of them ride ice wagons.

Having two plants, of course, when one of our plants is not running, there are no other factories running; so about eighty per cent of the employees who are not residents go to the various states in which they live and pursue whatever they can. Those who are resident in Fort Smith, there would be no place for them to go into other glass factories, unless it would be our cutters or flatteners who did get into machine plants. The blowers and gatherers. When we are not in operation, there are no plants in operation, some of them go into the harvest fields of Oklahoma and Kansas.

Direct examination.

By Mr. White:

We worked during both periods, so that whenever the glass industry is in operation in the eight months we are in operation at one or the other plants. The time that I referred to when these men worked at these other occupations, is during the summer months when our industry is shut down. We have two plants, and are in both the first and second groups.

[fol. 285] Further direct examination.

By Mr. Patterson:

The way that we came to get the other factory was that when I worked at Fort Smith in 1917, looking for a place, I had a conference with the business men's club, and asked not only for one site on which to locate a glass factory, but also asked them to reserve for me a second site on which I had hoped to put a machine plant, that is, a plant to operate by machine. The business men's club paid about fifty or sixty per cent down on that site, and complied with my wishes. As time went on, in 1919, on the 12th day of December, my option on that second site was to expire. The gas people came to me, that was during the summer of 1919, and said that they had been importuned by eastern plants to give them a contract for gas, and wondered whether I was going to exercise our option on that second site, and if I was, they would rather sell us gas than some new concern about whom they knew nothing.

There was a great deal of litigation among machine plants in 1919. I applied to both the Libby-Owens people and to the American Window Glass people to secure a contract by which I could construct that plant into a machine plant, and was promptly told by the American Window Glass Company that owing to litigation, they could not talk contracts with any one at that time. The Libby-Owens people were not in a listening mood and turned me down. It was then up to me to decide whether I was to exercise the option on the second site or to have some one come in and take over the site, as represented by the gas people. Since that site was on the west side of the switch and my No. 1 factory was on the east side of the [fol. 286] switch, it looked to me—and that being, in my judg-

ment, the best available site in the city for a plant, that unless I ruined some neighbors pretty close at hand I had better exercise the option, which I accordingly did. I commenced the construction of a sixty blower tank, fully expecting that with that tank and with the options and the cutting room and the No. 1 tank, I would be able to hold the site, possibly double my production, but not entirely double my investment in the hand-blown business until this litigation was over. The Executive Board of the Window Glass Workers, after my second factory was nearly constructed, had a meeting and promptly notified me that unless I had a complete unit constructed and on the other side of the track, I would not be given a scale. I think I debated the thing for about an hour or so and promptly wired them that their order would be recognized and a complete plant built according to their wishes. That drew me into the necessity of quickly providing for the buildings of the plant and the expending of about \$75,000 in money, which I had to put in.

If I had not done this I would have operated at some disadvantage with the old plant since I would have to bring all the cylinders over to the No. 1 plant.

I feel confident that my evidence would have been the same, my opinion would have been the same, if I had been operating only one plant.

Cross-examination.

By Mr. Shale:

I am a member of the Wage Committee of the National Association [fol. 287] of Window Glass Manufacturers and I own and control two separate and distinct plants for the manufacture of hand-blown window glass. They are divided by a switch but are separate units.

At the termination of one period all the men who desire cross the track and work in the other plant.

[fol. 288] JULES J. QUERTINMONT, a witness called on behalf of defendants, being duly sworn, testified as follows:

Direct examination.

By Mr. Davis:

I live at Point Marion, Pa. and I am President of the Jeannette Window Glass Company and also President of the Quertinmont Window Glass Company. They are different concerns and are both hand-blown factories. I was in the glass business as a worker about 51 years. I began by being a gatherer; then became a blower; then I became a rough cutter. Then we started a factory about 23 years ago, and I was elected as President. Since that time I have been a manufacturer. I have worked under both the one-period and the

two-period systems. From my knowledge of the industry and my personal experience, I believe, at this time the two-period system is the best, because of the shortage of men; that is, of the trades, blowers, gather-s, cutters, and flatteners. A peculiarity of the glass industry making for a better quality of glass under the two-period system is, when we started our factory—it has been built with new blocks between floaters, new rings, and after we have made a cleaning operation of the glass, taking from the bottom up; that is, the boiling of the glass takes all the dirt which has been in the glass when we finished a period, the furnace becomes cool and the glass cracks and goes to the bottom of the blocks, and pieces of these blocks are at the bottom and they crack also, and it is necessary that we heat up the tank to that bottom block. As soon as it becomes liquid, the pieces of block which have been broken, become lighter [fol. 289] than the glass and come on top. Then we have the chance by the aid of a skimmer, to skim all that dirt away and start with a tank which is clean, and with new blocks. By blocks I mean the blocks on which the tank is built. We get a cleaner glass at the beginning of the fire than we do at the end of it, and with two periods during the year, we have two relatively clean periods in which we get clean glass. That is a material advantage to the worker because the glass is better quality, less stone, and larger panels of glass could be cut. The workman is paid a higher wage, according as his glass will cut into large sizes or small ones. His wages are based on the glass he produces.

I am now building a tank for a machine plant at Fairchance, Pa. I have investigated the relative costs of producing glass by machine and by hand. This is a system which is called the Forecauld system. Forecauld is a Belgian engineer, and he can produce a box of glass for \$1.80 or \$1.85 while by hand it costs about \$3.25 to \$3.50. It is my view that the hand-blown industry is going down very rapidly on account of the shortage of men. I suppose the machine industry could completely take its place if they wanted to. The only thing that we should do is to try and make the best glass we can in order to try and compete on the market with the machines, that is in point of quality.

The reason I say that the business is declining and may disappear is because of the shortage of working men, which, in my belief, has been created by the lowering of the price of glass by the Americans [fol. 290]. We must follow them. We are under their guide. That is, they are the boss of the situation, and what price they make we have to follow. That, I think keeps the wages down to such a point that the workmen prefer to go into other lines of industry and machine factories and so forth. That is what I see in my own town operation. I am also at the head of a coal mine, and they won't there and make more money, and I have to go and prevail them to come and work in the factory, with the understanding that as soon as they get through the period I would give them a chance to go back to the mines and give them their jobs back. That is at the Querimont Glass Company. I have only one factory there, but I have two in one period. And when he is finished up, we put them in

the mine. When the one period is closed, we put them in the coal mine at the Quertinmont. We close up and he goes back to the mine. But we are rather peculiarly situated at the Jeannette mine because my factory is situated in such a hamlet there is no chance for those men to go over there; it is a small place, and then they would have a mile and a half to walk on a bad road, dirt road, and during the snowy season they don't like to go up there, and I am very short of men there.

I said that the low price of glass is due to the fact that the American fixes the price, and they fix it as they will. It can do that because it can manufacture more cheaply than the hand plants. [Vol. 291] American having depressed the price of glass, we have to depress the price of our labor. When we depress the price of our labor, our workmen leave for more profitable employment. When our workmen leave for more profitable employment we would have to give up the hand-blown industry, because we have no men to run it. The whole trouble traces back to the basic trouble that the machine can make glass more cheaply than the man. In that the whole history of the industry is summed up.

Direct examination.

By Mr. White:

Mr Siemer, the head of the union pleaded with me to work in this period in which we are now working that ends Saturday. I had a tendency not to, and he urged me to work and keep my plants in operation.

I have at present fourteen blowers and fourteen shops, and my capacity at Quertinmont is twenty-four. But when I started I had only five shops; then I had six the second week, and so on, until at the end of the ninth week I had only eight; and to-day I have fourteen. We wrote every place to get additional men, and we wrote the union and the gentlemen down there. I wrote to a good many people and they sent me a good many addresses, but when they would come, they would get guarantees, offers of bonuses, they all it, and then leave.

Cross-examination.

By Mr. Shale:

I am a director of the National Association of Window Glass Manufacturers and am interested in two plants. I am the heaviest [Vol. 292] stockholder in both plants. These plants are about a mile and a half apart. This season both plants are operating in one period. One of the plants is the Jeannette Glass Company and the other is the Quertinmont Glass Company. They will both close down on January 27.

I never made what is termed "hot repairs."

I started in this work, I started to go in the factory at the age of ten years and became a gatherer at the age of thirteen and worked as a gatherer for four or five years and then became a blower and I came to this country at the age of twenty-four, in 1884. I learned my trade in a country where the glass blowing industry has been in existence a good many years. I have studied the question of training skilled labor in the industry in the United States.

It took me about two years to learn the trade of a gatherer. A man eighteen years of age, of good intellect, that wants to do something, of determination, he may learn to be a gatherer in a year or it may be shorter than that. It doesn't take so long to become a cutter. He especially must be a man who understands the quality of glass. I would judge it would take a year to train a man as a cutter; that is, if he wants to try to learn. He will become a good cutter in a year.

I passed from a gatherer to a blower. I was 21 when I became a blower. To become a skilled blower, he must become a gatherer. When he is a gatherer he must mark and study the nature of glass [fol. 293] to become a blower. Your gatherer brings you a lump of glass and puts it in a block, and in that block is where the science of the workman stands; he must understand how to get at it to make a good test, as they call it. The enemy of the making of cylinder glass is the chilling, and you must study where that chill may come from. It may come from the gathering, gathering on too cold a pipe. If it is chilled as it gathers on, it will not come back; then it may come from a man chilling his glass when taking it out of the mass of glass and putting it on to the block; or by pulling the side of the ball, because one side becomes colder in the front, on account of picking the mass up in front, and it creates a bar, what we call a black mark in the cap. Those things he must learn all about; he must know about the interior quality of glass. It takes time to learn all those things.

When I pass in the factory and talk with my men, some of my men sometimes ask me questions when there are blocks in their work, and ask me if I could tell them what it is, and if I can I stay by them and explain to them the defects.

A good many efforts are being made by other manufacturers or the members of the Glass Workers' Association, to train men, flatteners, cutters, gatherers, or blowers—we have got apprentices. They are trying to learn the men. I was myself one time on the board of the Association, and we gave papers to a good many men to learn to start in the cutting and gathering, and all that.

[fol. 294] When your tank gets in bad condition on account of the heat or certain surfaces of the block are being burned off and have to be skimmed off the top, and it reaches a stage that the glass is what might be termed defective or second-grade, it is practicable to remove the blocks that are causing the trouble and put in new ones, with the loss of only a little time.

"Mr. Davis: The defense offers for the record the written description of the process of manufacturing window glass, and asks that it be marked 'Defendants' Manufacturers' Exhibit No. 1.'"

[Vol. 295] W. E. SMITH, a witness called on behalf of defendants, being first duly sworn, testified as follows:

Direct examination.

By Mr. Patterson:

My name is W. E. Smith, and I live at Clarksburg, W. Va. I am manager of the Clarksburg Glass Company. That is a hand-blown glass company. I have been in the hand-blown glass business as a manager eight years, and as a worker fifteen. I was a cutter for fifteen years.

The Clarksburg plant is of thirty-six blower capacity, or thirty-six pots; either way you want to put it.

I know about the supply of labor of the different branches of the industry and I know about the number of pots to be supplied, roughly speaking, I believe about twenty-three hundred workmen. There are twenty-three hundred pots, isn't there—not that many workmen. There is something like nine hundred blowers for a single period just as we are running now. There is one blower to each pot. There are twenty-three hundred and some odd pots; I couldn't say exactly as to the total.

In my opinion, I would say that the operation of the second period you would run more efficient, having a hundred percent of men to man your plant. In fact, in our case, with the two period, we always carry spare pots over and above our full quota. In the single period we never carried men enough. The extra men, "spare shops" were carried in the event a man becomes sick or something, we have an extra man to fill his place; even if it is only two hours, we send out this extra man. We pay them so much for doing that. They are [Vol. 296] kept on the pay roll. They are desirable to have in order that we may have the full working force. As to the result of the attempt to operate the entire period, eight months, with the present working force, I would refer to my own experience—instead of thirty-two shops we had twenty-eight or twenty-nine blowers, instead of thirty-six. I would say that today the industry would be fifty percent short of enough men to man the plants. If a plant cannot be manned fully, you would certainly run at a loss and I dare say no bank would advance you anything if you wanted it.

You would run at a loss, due to being unable to operate at full capacity, first, because your heaviest cost would be the fuel. It would cost you just the same whether you have one shop or thirty-six. Your fuel bill would be the same. The overhead would be the same—fuel, repairs, and so forth, whether you operated one stand or thirty. Everything except the material. That runs into considerable figures when you begin to go short.

The two-period operation produces more glass than the one-period. When I say that I speak from my own experience. We have made as high as four thousand boxes in the two-period plan per week. We have run as low as thirty-two hundred boxes a week with one-period. The four thousand boxes per week for the two-period is the maximum. Thirty-nine hundred and fifty would be the average.

That is because the plant is fully manned and by having the spare men I don't lose any working time. I am getting all there is in it. [fol. 297] With the two-period, now we are full up, and with the other period we would be running fifty percent short. It comes back to the same thing I explained a while ago; when you get your man power short, your overhead eats up your profit and becomes destructive of the industry.

I am a second period man. We have fires in. Covering the repairs and labor and fuel up to date, we expect to spend about \$11,500 or \$12,000. That represents the expense of putting the fires in. If we don't run, if for any reason we are not allowed to take the men from the first-period plants, I would say that all of that would be loss. On top of that we would have \$35,000 worth of material there that would be lying there that we could not turn into money. We would lose the interest on that.

I operate in Clarksburg. There are five hand plants there. They could not all operate on the supply of fuel or gas we have there.

Cross-examination.

By Mr. Shale:

I am Secretary of the Wage Committee of the National Association of Window Glass Manufacturers. I am not operating now. When we operate we have spare shops. We finished our last operation with spare shops Decoration Day, last Decoration Day. I started out with four spare shops, I believe.

Q. Something has been said by other witnesses for the defendants about selfishness on the part of manufacturers. With this deplorable shortage of labor how do you justify yourself in taking four spare shops?

A. Well, that seems to be—in fact I have always done it. It has [fol. 298] always been my custom. I have always operated, ever since I have been in business—that is, with the two periods.

I am manager of the Clarkburg Glass Company. That is a single unit plant. I have no interest in any other plant.

[fol. 299] FRANK BASTIN, a witness called by the defendants, being first duly sworn, testified as follows:

Direct examination.

By Mr. Davis:

I am from Vincennes, Indiana. I am President and General Manager of the Blackfoot Window Glass Company. That is a hand-blown plant. It has been in operation twenty years. I am Chairman of the Wage Scale Committee of the National Window Glass Association. I have worked my factory under both the one-period and the two-period system. In my opinion the two-period system

the most advantageous to the industry, because it would be impossible to man the plants, to man all the plants with the present supply of labor under a one-period system.

About fifty percent of our workmen are residents of Vincennes; the others we have to get from all over the states. Under the two-period system they come from all the states. The closest factory to us is at Danville, Illinois. That is the factory of Mr. Pacot who was on the stand. Our men do not go to his plant. His men come to us when he is out of glass. We are in both periods. We have two plants at Vincennes. We have our second period plant under fire. It costs us approximately \$7,500 to fire that plant. If we are not allowed to operate that plant we could not recover any of that expense. Our first plant was built in 1903, and the second was acquired in 1913; but it was an old plant that had been built in 1900. We acquired it long before this two-period question arose. We heard nothing of [fol. 300] this two-period question until labor got short.

Mr. Shale: No cross-examination.

T. W. CAMP, a witness called by the defendants, being first duly sworn, testified as follows:

Direct examination.

By Mr. Patterson:

I am, at present, General Manager of the Interstate Window Glass Company, of hand plants, belonging to that Company. We have two tanks in Shinglehouse, in Pennsylvania; one in Huntington, West Virginia; one in Princeton, West Virginia. I am General Manager of all of them. I had experience in the window glass industry before I went to the Interstate. I was President of the Camp Glass Company at Huntington, and the Smithport Glass Company at Smithport, Pa., and the Shinglehouse, or Empire Company at Shinglehouse, Pa. For the last ten years the Smithport Company was a machine plant. I am some familiar with both hand-blown and machine operations.

Under the present labor conditions, I hardly see how any person could work under a one-period system. There is a scarcity of skilled workmen. In the case of glass blowers, it is natural for people to loaf on the job, if there is not very many of them, and it has a tendency to make a careless man more careless and reckless, and they don't give attention to the work they should give to it. The natural result is they like to travel; it seems to be in the blood anyway, they put so much time on the road. As Mr. Harding remarked, they are [fol. 301] very independent and you cannot get out the production that will pay you to run one period.

The moving of glass workers from place to place has been going on in my 52 years in the glass business. My earliest recollection is in Pittsburgh over fifty years ago, when I went to work in the Forten

House, and there was men came there from Jersey. Ever since it has been the same way—when the Jersey plant and New York State plants gave up on account of the high costs, they still held their homes there and travelled. They travelled in other parts of the country as well as in Jersey. We have men hired to work in Huntington this second period and there is men from out in that country coming to work in Huntington. There is men from Pennsylvania coming there and I think there is two or three from Jersey or some eastern part of the country anyway; but there is about twenty per cent lives in the town.

When labor is short with relation to the demand for it, the movement of the laborers is enormously increased. One cause of that is that they offer bonuses; there seems to be a sort of restlessness, but what starts them, is the offering of bonuses and guarantees, as they call it. They hear somebody else is offering more and they go; or if they don't go it is because you have offered to give them the same guaranty.

In the locations that I spoke of the plant owner does not pay their traveling expenses to his place very much; not so much as farther in the southwest.

[fol. 302] I have said that a fully manned plant is more efficient and will produce per man more glass than an undermanned plant. I would say that a four months' run with a full crew of men you could make some money out of. An eight or nine run, with, as I size up the situation, the number of men you would get, you would lose money.

The Court: What percentage of men do you think you would get if you were attempting an eight months' run?

The Witness: Well, I think I would be fortunate, your Honor, if I got fifty per cent.

The Court: It is on that assumption of the supply of workmen you would get, you say you would be losing money on the eight months' run?

The Witness: It is hardly an assumption on my part. We have gone through it and I know the results.

The Court: The assumption is as to the number of men you would have?

The Witness: Well, I am taking the number of men we would have from the figures that I hear, or I know, by the number of workmen there is today for the places to supply them if they were in operation.

The Court: Well, along through, 1913, '14, '15 and '16, what percentage of men did you get for your operation in the several plants?

The Witness: I would judge from 70 to 75 per cent.

The Court: Now, under the present two period plan what percentage of men did you get to run your plants?

[fol. 303] The Witness: Well, we haven't been in operation all the time in those hand plants, but while we were in operation during the two periods we got what Mr. Harding has said, a hundred per cent over a considerable part. In other words we had a 60-blower plant

Huntington, and they will average 60 men, with a production of blowers.

(Narrative continued:) The one plant in Shinglehouse, Pa., there are two thirty blower plants in them, two units, and Potter County, in which it is situated has had a whole lot of glass houses in the last few years, hand plants, and now machine plants. A numerous amount of men make that their home and still have their families in those towns and look at it as their home town. It is not so much trouble; I think we could get men in Shinglehouse. I don't know whether we could get as many as we had before when running 75 per cent; it would run, say fifty per cent.

With 999 blowers there would not be enough actually to man half the plants. I cannot see why there would be any increase in the number of blowers, gatherers and cutters running in the single period. The workmen are getting harder to get every year. Some of them are in fact getting too old to come back in the trade and they are done for. I know a number of apprentices who have had their papers taken out and then they either learned to blow and blew awhile and quit from different causes, or quit before they learned it. I didn't ask them why they quit. I don't know how there could be any increase.

[fol. 304] I think about nine-tenths of the cause of the apprentices dropping out and going to other occupations would be the menace of the competition of the machine. I believe I am in a position to emphatically answer that there is apprehension among the men and manufacturers both that the machine will gradually supplant the hand-blown plants. I say that of my own knowledge and I think that because we have a machine plant in Smithport operating today, 43 blowers and gatherers working in there. We have three hand blowers and one gatherer working there, and they won't leave and go back into the hand plants. And I, of course—I have been a blower myself—and I have talked with those fellows and that is the trouble. I know that from my conversation with them.

The fact that the wages in other industries have remained steady while wages in window glass work have dropped also has something to do with that. Any man in the industry can get good wages on the outside and get regular work, and gradually they drop out.

In the machine plant we don't have need for a highly skilled blower like in the hand plant, semi-skilled, and we have no need at all for a gatherer. There is the same need for a flattener as in the hand plant and he is required to be skilled to the same extent as in the hand plant. There is the same need for the cutter and he is required to be skilled.

If the plants would start to operate with the one period plan of operation, I don't believe there would be only a few would start off, [fol. 305] and then the rest would wait to see what Georgie would do first. I don't believe they would put their fires in unless they had them in now to make their start. I don't see how a man could stand his payroll very long just working one period and scrambling for men and paying bonuses and guarantees for inferior work and less of it. I heard the remark made over here a while ago that it is a dying

industry, and I will say if we go on a one period basis it is dead, it is not dying. Now, that is my honest opinion of the hand-blown industry.

As these plants close men who can get places in the machine plant flatteners and cutters are trying their best to get there now, all they can.

No cross-examination.

[fol. 306] EUGENE ROLLAND, a witness called by the defendant being first duly sworn, testified as follows:

Direct examination.

By Mr. Davis:

I am from Clarksburg, West Virginia. I am President and General Manager of the Rolland Glass Company, a hand window glass plant. I have been in the window glass business 23 years. I have been a blower for 17 years and President and General Manager since 1915 of the Rolland Glass Company. I have worked under both the one and two period systems and have had practical experience in both. Our plant will be in the second period. We have no wage scale for the second period yet. Our plant is in fire. We put the fire under our tank on the 2nd day of January. The expense of getting the plant in shape in repairs and heating up will be approximately \$9,500. If we are not permitted to operate after the 29th of January we will not recover any of that expense.

As a manufacturer, having in view the present conditions I figure that the two period system is the most advantageous. In the first place we have been able under the two period system to have plenty of workmen, which didn't exist under the one period operation. For reasons of manufacturing profit I would prefer to run our plant under the two period system. It is not true that a plant cannot be run on that plan and make money.

During the cold weather we are apt at Clarksburg to have the gas shut down on account of fuel shortage. There are five hand-blown [fol. 307] window glass plants at Clarksburg, and there is not enough fuel to run all the plants at one time. The Clarksburg Light & Heat Company which furnishes the gas in the city of Clarksburg, has only an output of ten or eleven million feet of natural gas, and the consumption in that town, I think, is about twenty-seven million feet, normally. They have to purchase this gas through some of the big companies, and immediately, if the temperature goes around thirty degrees, the chances are that they notify us that they cannot give us a supply of gas for the manufacturing interests around Clarksburg. The domestic consumers always have the preference.

I can't say that we have any orders placed on the output of our plant for the coming period. We sell through a broker.

Cross-examination.**By Mr. Shale:**

Our plant is a hand plant. We did own a machine plant but it is not operating now.

[fol. 308] **Mr. Davis:** If the Court please, we have sixteen affidavits. We understand that on this hearing it was agreed that affidavits might be tendered. These are the affidavits of manufacturers in the second period, and I will read only one, which is typical of all the others.

(**Mr. Davis reads affidavit of August Schaffer.**)

Mr. Shale: There will be no objection to the affidavits.

(The above mentioned affidavits are attached hereto and made a part hereof, and marked collectively Defendant Manufacturers' Exhibit No. 2.)

[fol. 309] **J. M. Neenan**, a witness called by the defendants, being first duly sworn, testified as follows:

Direct examination:**By Mr. White:**

My full name and address is J. M. Neenan, Shreveport, Louisiana. At present I am Manager of the United States Sheet Glass Company, Shreveport, Louisiana. That is a machine glass company.

I went into the hand-blown industry as a workman about 1897 at Alexandria, Indiana. I entered the business as an apprentice to learn the trade as gatherer. Then I afterwards learned the trade of blowing; I followed that trade for about nine years and I was elected president of the Workers' Organization. That was in June, 1909. I continued in that capacity until the latter part of December, 1921. During my administration as president the one-period plan was in vogue in the industry until the war. I believe the two period plan, I may properly say, went into effect first during the month of March, 1918.

The wage scale for the blast of 1917-'18 went into effect on December 7th, 1917, and the agreement at that time specified, of course, a one-period operation. The factories had been out of operation since May preceding. A few weeks after we went into operation, or about two weeks after the plants were placed in operation that year, a fuel shortage developed and about between five and six hundred pots were affected by that fuel shortage. Just about that time the government wished to conserve fuel by restricting operations in what they at that time called non-essential industries, and the window [fol. 310] glass industry was classified as a non-essential industry. They afterward modified that term somewhat, but at that time they

referred to the window glass industry as non-essential. I was called to Washington and took with me a committee of four members from our Executive Board and two from the Wage Committee, and Mr. Ostend, who was in charge of the meeting, acting for Mr. Noves of the Fuel Conservation Committee, informed us that it was the intention of the government to conserve fuel by restricting production. I brought to Mr. Ostend's attention the fact that our membership had only been employed for two or three weeks out of eight or nine months, and we had not worked since the May preceding May, 1917—we had not worked until December 7th, 1917, and protested just as vigorously as I could that the order should not be placed in effect. I stated that in my judgment we had been out of work a long time and that we had conserved fuel by reason of the natural condition of industry, and I recall distinctly that Mr. Ostend finally stated that whether I was not in favor of the order being issued or whether the workers employed in the window glass industry were not in favor of the order being issued, or whether the window glass manufacturers were not in favor of the order being issued, it would be issued, that that has been decided and the government held it necessary not only in the window glass industry but in other industries to conserve fuel by restricting production, and when Mr. Ostend spoke to me in that manner I thought perhaps my patriotism was in the question and I assured him it was not my inclination to take—The order was placed in effect and we worked it out in this manner: we had a system in effect by which the manufacturers submitted to us each month a statement of the production made, and the final understanding between the manufacturers and ourselves and the government was that we would jointly watch the production and when the amount of glass had been produced that the government finally agreed to, which was fifty percent of what we would consider a normal year, the factories were to be placed out of operation. That amount of glass, as I recall it, was 1,268 boxes per pot.

"The Court: How did you divide it up between the manufacturers? Were they just permitted to run along in any way they saw fit until each factory produced that much per pot. * * *

You did not undertake to classify it immediately, half of the working one month during one blast and half another, that beginning in the winter of 1918?

The Witness: No, sir, but this followed: there were, as I state between five and six hundred pots affected by the fuel shortage, those pots were placed in operation after the manufacturers were in operation had ceased, and we established four shifts in the factories in order to employ the greatest number of men."

(Narrative continued:) The result of the plan, when the five six hundred pots were placed in operation in March, proved to be satisfactory that we had very little difficulty in convincing the manufacturers in 1919 when our next wage scale went into effect, that that would be a good practical way to run the plants.

The five hundred and fifty pots, or whatever the number

[Vol. 312] that were operated by four shifts produced so efficiently that it was considered to be the best method of operation. The agreement that we had, or the order issued by the government was effective from October 7th, 1917, to December 8th, 1918, and we had made all production that we were entitled to by about June of that year, [Vol. 313] the armistice had been signed and we were unable to negotiate a wage agreement with the manufacturers until, I think it was February of 1919.

There was no production from June until after February, 1919. The wage scale of 1919 was negotiated on the two-period basis. The production stopped in June, 1918, and stayed down for the year as a result of the fuel shortage that year and the government order.

The two-period plan for the year 1919 was started just prior to February, in which we started our first period.

As I recall it, to cut the production in two, the government the manufacturers and we agreed upon 1,263 boxes per pot. Each factory might make that many per pot. The normal or pre-war production had been about twice that per pot.

Wages dropped from their peak in 1920, at which time they were a dollar and a half, down to as low as seventy-five cents per box of one hundred.

From my experience in connection with the men and as head [Vol. 313] of the workers' union I think that the marked decrease in the number of men working in the trade was due to the fact that the men have become discouraged because of the advancement of the machines, and particularly discouraged by reason of the fact that following the long period of unemployment of 1921, when they were out of work from December, 1920 until September, 1921, and then could only find employment after accepting, I think it was a 20% reduction,—I think that had a demoralizing and discouraging effect.

There was a period of something like thirteen weeks from September, 1921, that they operated. I am not certain of the number of weeks.

The plants did not operate during the first eight months of 1921 because of the orders of the government restricting production. Similar orders were issued restricting building operations; as a result of that there was no demand for window glass at all following the armistice. The general depression affected the general business throughout the country, and had that effect upon the window glass industry, and there was no demand for window glass practically until May, 1920.

Following the restriction of production per pot to 1,263 certain factories started to operate, and 563 others were shut down and had no fuel, so that when the factories that started to operate had manufactured their quota, the others that had been shut down started in. That was the first instance of what took the form of a two-period operation. Following that in 1919 a two-period plan of operation was negotiated.

[Vol. 314] There had been talk for some time prior to the war, even, because of the shortage of men, shortage of labor; there had

been some talk of a general nature of the advisability of operating a two-period, but I don't believe that very much attention was paid to it. I know that I did not consider it seriously at the time; I didn't think very well of it, but when we started in March with the four shifts employed that was the practical commencement of the two-period system, and we proposed it to the manufacturers in 1919 in order to get the plants in operation and get our men employed. We stated plainly to the manufacturers that we did not intend to enter into the wage agreement unless it would be in a way that all of our members could find employment.

I did not participate in the negotiations that made the wage scale under which the plants now operating are working. That was done after the termination of my presidency.

Because of the conditions affecting the industry, I think that the two-period method is better for the workmen. The conditions I refer to is the situation with reference to the number of pots, that is, there are more pots than there are blowers. I think that it is better for the men that they should divide it into two periods because there are more pots than there are men, and as a result of dividing it into two periods the men get more work within a year than they would otherwise.

[fol. 315] Cross-examination.

By Mr. Shale:

The United States Sheet Glass Company with whom I am now connected is a large producer of machine made glass.

Flatteners and cutters of machine operated plants belong to separate unions from the hand blown plants. This plant at Shreveport does not employ flatteners. The glass there is made by what is known as the sheet method. We employ cutters who belong to a separate union. We are paying, I think, about 20% more to the cutters than the hand scale specifies, at the present time. That scale is by the box. The box rate of forty-four cents as I recall it—single strength, and fifty-five or fifty-six cents for double. The cutter is usually on a basis of about two and one half to three. For instance, a cutter is supposed to cut two and one-half boxes or three boxes, so that his wages for cutting these two and one-half or three boxes will approximately average the price of the blower, the wage that the blower receives per box. The flattener receives 27% as much as the blower and he flattens for four blowers, and the gatherer receives 80% as much as the blower.

When I became president of the National Window Glass Workers in June, 1909, I believe we had approximately eleven or twelve hundred pots in operation.

It is difficult to say how many blowers we had belonging to our organization at that time for the reason that for a year or two after I went into office we didn't get an accurate list of the membership. [fol. 316] The dues were forwarded to us by the manufacturers. The gatherers were equal in number to the blowers and there was the usual proportion of flatteners and cutters.

At the time that I retired as president of the organization there were possibly twelve or thirteen hundred blowers belonged.

When I became president there was something like 1,200 pots operating. That number increased to approximately fifteen or seventeen hundred, or perhaps eighteen hundred, just prior to the war. Then there was another increase during the war period for the reason that we thought the Belgium industry had been destroyed and that this country—I think that was the reason—was going to be called upon to manufacture most of the glass that would be used in the world. About 1920 they had gotten the pot capacity up, approximately, to what it is at this time. The number of blowers left in the industry about doubled.

"The Court: Now, I understood you to say that you attributed the exodus, if you may call it such, of the workers in the hand blown glass industry, was due to the long period of idleness and the cut of 28% in the first period and 30% in the second period; I think that someone said that the scale before this last one was seventy-five cents per box for the blowers, and they have about eighty-eight cents a box for the blower now. When you became president of the organization in 1909, what was the wage paid the blower per box?

The Witness: As I recall it, about forty cents a box for the single [fol. 317] strength and about fifty or fifty-two cents for double strength.

The Court: Someone has testified here that in 1908 to 1911 there was severe competition in the hand blown and the machine made window glass interests, and that the wages of the blowers and other workers went down very low; one put it as low as thirty cents a box. What is your recollection about that?

The Witness: That is a fact; wages went down at one time until single strength blowers averaged—the last settlement that we made on the sliding scale basis, the blowers received thirty cents per box.

The Court: That was the situation along about 1909. How was it, can you recall, about 1913—the blowers' scale?

The Witness: Probably by that time fifty-two or fifty-four cents per box for single strength.

The Court: And the double strength?

The Witness: Sixty or sixty-four cents.

The Court: And in 1915 had there been any substantial change by that time? If so, what was it?

The Witness: In 1915 there had been a change in this respect, that the machine manufacturers let up on their fight. It is my opinion that they saw that they were unable to put the hand industry out of existence, and they let up somewhat and there have been one or two price movements upward by that time.

[fol. 318] The Court: And the blowers participated in the movement?

The Witness: Yes.

The Court: So that you think in 1915 the blowers pay was somewhat higher than it was in 1913. Now, the highest pay, the highest year was the scale before that 28% cut, wasn't it?

The Witness: Yes, sir.

The Court: You were still president when the last scale was approved. What was the blowers scale at that time, I mean the single strength and double strength. What was the scale?

The Witness: As I recall the figures, the wage scale for the single strength blower was something like a dollar and a half or a dollar fifty-two a box, and double strength \$2.10 or \$2.12.

The Court: During the period those rates of pay were applicable, the price of window glass had gone up proportionately compared to what it was in former periods?

The Witness: Yes, I recall that there were price movements during the war period, particularly when the government issued the restrictive order, and some of the manufacturers stated that their overhead expenses would be increased and it would be necessary to advance prices. The government said it was expected that something of the sort would be done, and then I spoke for labor and said the same thing applied to labor. We asked for a meeting of the manufacturers' Wage Committee and secured about 20% advance.

[fol. 319] The Court: That is on or about the time of the reduction of my per cent to 1,263 pots capacity?

The Witness: Yea.

The Court: And you got about a 20% raise and you don't know how much the manufacturers got?

The Witness: No, sir, I do not.

The Court: Have you any knowledge of the approximate proportion of window glass produced in the United States in hand blown plants compared with machine made?

The Witness: Well, I recall that for some time before the outside manufacturers—I mean manufacturers other than the American Window Glass Company,—up until the time those independent manufacturers installed machines in their plants, I think we were producing about fifty per cent of the total amount of glass consumed in the country, and by reason of the competition that was brought into the industry by the other manufacturers going in, that amount has been reduced until today I think the hand industry is probably producing about one-third.

The Court: If you would eliminate a large part of the machine competition, do you know of any way whereby a man couldn't increase the available supply of labor for the hand blown industry?

The Witness: I don't believe that it is possible to eliminate the [fol. 320] machine manufacturers.

The Court: Oh, no, I assume it is not. In other words, what I want to know is what are the reasons which prevent persons from learning the trade, the skilled trades of the hand blown industry, the hand blown glass industry? What are the effective reasons that wean them away from that kind of an industry?

The Witness: Well, we found it difficult to induce young men to stay in the factories. The records show that within a certain number of years—I forget the number of years—approximately fifteen years we granted something like thirty-five hundred applications,

acted favorably on the applications, and about one thousand or twelve hundred of those apprentices actually learned the trade and became members of the organization.

The Court: Even after those that had learned the trade had become members of the organization they didn't stay with the industry, did they?

The Witness: No, a goodly number of them left.

The Court: What conclusion, if any, did you come to as to why the apprentices did not stay with the trade, and why the workers, after they finished their apprenticeship, would not stay with the industry?

The Witness: In the first place, the trade, particularly blowing, gathering and flattening, is hard, that is, the work is very hard, and some of the features that we always referred to as being protective features, in a sense,—that permitted us to work in some degree of [fol. 321] comfort, were removed by reason of the machine competition. We had to produce more glass, we had to try to produce in larger volume. About twenty years ago there was a rule that when a man produced thirty boxes of double strength in a week he was through for that week; a man instead of working seven hours and twenty minutes each day, if it was a hot day they probably worked six hours and a half, and just as soon as they began to feel exhausted they would stop and go home. Some men at the end of the month would have a couple of days off to recuperate and come back refreshed. On the single strength the limit was 48 boxes. Now, those limits were removed because of the competition that was wrought to us by machines, and also because the manufacturers produced and felt that was a practice that should be discontinued.

The Court: In other words, they wanted a higher output.

The Witness: Yes, and because of that the work became harder. A single strength size used to be 40 x 66; now a single strength is blown in sizes up to fifty inches by sixty, and it means a man must not only blow harder in blowing that cylinder but must carry more weight and is up into the heat of the furnace more than if he were blowing a smaller size.

The Court: Those conditions are there, you cannot take them out of the trade or industry by arranging two periods as against a single period, can you?

[fol. 322] The Witness: No, sir, but we attempted to ease the working conditions somewhat by specifying that four shifts should be employed when we started this two-period arrangement. That meant that the working day would be shorter, and a number of the men informed me that it did bring them the relief they had been trying to get for a good many years.

The Court: Now, is it true, as some of the witnesses have intimated, that the workman of the glass industry is a rover and does not settle down in any one plant or stay with his family?

The Witness: Well, I think the window glass worker would prefer to settle down and stay with his family, but the conditions affecting the industry are practically such that it is impossible for him to do so.

The Court: Has that always been so since you have known the industry?

The Witness: Yes, sir. I was raised in Ottawa, Illinois. My father worked there as a blower. The factories at Ottawa closed down because they found natural gas in Indiana, and they had no gas in Illinois. I learned my trade in Alexandria; shortly after that the machines were installed and I went to Matthews, Illinois. I then went to Mt. Vernon, Ohio, and worked there fifteen months and then I went to Findlay, Ohio; the plant in Findlay, Ohio, closed down and remained closed down from that day to this, and I went to Clarksburg; covering a period of nine years those were my experiences and I certainly did not want to leave but I was compelled to [fol. 323] because I wanted to follow the trade.

The Court: You moved from city to city hoping to get a permanent job, hoping to get a permanent location where you would want to stay?

The Witness: Yes, sir.

The Court: What if any effect in driving the men out of the industry, in your opinion, has the two-period system, which requires the skilled worker to work at least half of his working time away from the place where he lives?

The Witness: I do not believe that the two-period method has driven any one out of the trade, and my reason for that is that in lining the factories up, I tried always, where there were two plants in one town, to have the plants in a separate period so the men could remain, and I think there has been less necessity for traveling since the two-period went into effect than before.

The Court: How is that possible except in those places where there are two or more factories in one town and in which they are classified in different periods? How can it be possible that a glass worker can follow his trade with less traveling or without traveling at least half of his time?

The Witness: For the reason, I believe, with the exception of four companies east of the Mississippi, there are two plants in every town.

The Court: Which four companies are those?

The Witness: I just can't recall, but Columbus is one. Utica is [fol. 324] one, now. Danville, Illinois, is another, and Cameron, West Virginia. And in Cameron the factory there is located near Manniken.

The Court: You think that if they went to work they can work without being charged with the burden of traveling away from home to any great extent?

The Witness: I believe it is possible.

The Court: The record introduced here showed that in the early part of 1922 the members of the Workers' Association, on referendum vote, voted at least 2 to 1 against the two-period system, and later in 1922 voted almost 4 to 1, and urged on the Wage Committee or Executive Board the discontinuance of the two-period system. I think you had retired from office and severed your connection before that occurred.

The Witness: Yes, sir.

The Court: The secretary of the Workers' Association, who is here, said that the Wage Committee of the Workers' Association, and the Executive Board, notwithstanding those referendums, paid no attention to them, that they determined in their own mind it was better for all concerned that the two-period system as they planned it out should continue in existence. Do you know anything about the reason for this dissatisfaction with the system among the workers of the organization?

The Witness: Well, I think that perhaps the men were dissatisfied by reason of the two reductions in the wages that were made effective recently, and perhaps felt that any sort of a change would be beneficial without perhaps giving the whole question serious consideration.

[Vol. 325] The Court: Well, the local at Pennsboro, I think it was, presented their resolution stating their reason, which was the basis of the first referendum I referred to, and stated them very clearly and intelligently. It was not, apparently, evidenced by the mere expression of discontent, but was rather a keen analysis of what would be the effect of the application of the two-period system from the workers' point of view.

The Witness: Well, in the case of Pennsboro, there are two factories there, one of which did not operate because of fuel shortage, but I have been informed that both of those plants will operate now, so that the objection when the resolution was written does not exist.

The Court: Is there anything else that anybody wishes to ask?

By Mr. White:

(Narrative continued:) In giving the Court the restricted figures of the number of boxes per pot fixed following the government restriction, those boxes were fifty foot boxes.

The average temperature of the heat in front of which the men work depends, of course, entirely on the day and the place and the way the place is arranged in the factory. I would say that a blower while he is heating a ball, would probably be working in a temperature of approximately 130 degrees Fahrenheit. Now, that is just for a few seconds; as soon as the ball is hot he gets away. On a hot day in the factory, while he is working on the foot bench, he is probably in a temperature of 105 to 110 degrees Fahrenheit, until he finishes the cylinder that he is blowing.

[Vol. 326] I was a blower. I believe the window glass workers, as a class, are healthy men. We were surprised a few years ago when we looked over our death records that we had more deaths, for instance, from breast diseases—pulmonary diseases, than we expected or than we thought of. I know that we often said that we never knew of a window glass blower who died of tuberculosis, but we found that we had some, and we had a number of them die of pneumonia.

JOHN M. SIEMER, a witness called on behalf of the defendant, being first duly sworn, testified as follows:

Direct examination.

By Mr. White:

My name is John Siemer; residence, 6505 Hough Avenue, Cleveland. I have been president of the Workers Association since the 1st of January, 1922. I succeeded Mr. Neenan. I am the Mr. Siemer who wrote the bulk of the correspondence for our Association, read by the government.

Before I became President, I was a glass blower and had been for approximately 25 years.

Q. Will you explain to the Court this second map which you have prepared, showing the location of the various plants now in the industry, so he will have a graphic picture of it?

[fol. 327] Mr. White: I will have this map identified as Workers' Exhibit 3.

The Court: The colored pins represent what?

The Witness: The pins represent the factories, the hand factories that are in operation at the present time.

The Court: I see you have different colored pins. Does that signify anything?

The Witness: The red pins are the plants to which a scale has been issued for the first period; the yellow pins are the plants for which a scale will be issued for the second period; the dark colored pins are the machine plants of the country in which none of our members are employed. You will note there are in this section of the country—

The Court: Meaning west of the Mississippi.

The Witness: West of the Mississippi, as well as through this section of the country, the scheme of plants in both periods is carried out in a particular neighborhood. In this district, for instance, there are two in each period—

The Court: Arkansas, Oklahoma and Kansas.

The Witness: Yes, in the Fort Smith-Arkansas district, there are two in each period, and you will find in the West Virginia district and in the Ohio district the same scheme is carried out in preparing the plants so that our members find it unnecessary to go out—in the towns able to work in alternate periods it is not necessary to [fol. 328] travel very long distances. That scheme has been carried out throughout the industry and it has proven of considerable advantage in keeping the plants manned."

(Narrative continued:) At the present time, east of the Mississippi River I believe there are only four plants that the men may have to transfer from to go out of the city, to go out of the town they are at present working in in order to find employment. When the plan was first introduced fuel was a considerable factor in deciding the

grouping of the plants, because in a number of the towns it was proven conclusively that there wasn't enough fuel to operate all the plants at one time, but there was sufficient fuel for half of them to operate, and that made it possible for the operation of the industry in that particular community so that they could get a period of operation and consequently a longer period of employment for our members.

I believe, that judging from the mailing list of our National and by the correspondence that comes into our office from localities in which there are no plants, and taking into consideration the tremendous shifting of the industry, I believe I am safe in saying that fifty per cent of the men now employed, of the skilled workers now employed in the industry, live in communities where there is no glass factory operated. Now, to bear out that statement I wish to say that of the seventeen National officers who work at the trade nine of them live in towns where there is no factory operating at the present period, and only seven of them live in towns where there is a factory operating; bearing out that statement, which, of course, may be arbitrary.

[fol. 329] The map marked Workers' Exhibit 4,—the 1905 map, is a distribution of the industry in the year 1905 as compiled from the Glass Trade Directory, published by the Palmer Publishing Company, which publishes a glass trade journal, and shows the plants in existence in the year 1905. There were 156 plants in existence at that time with the pottage capacity, or a blower capacity of 4,294, and those plants were located as follows: One in California, one in Delaware, three in Illinois, sixty in Indiana in thirty towns, seven in Kansas in four towns, eight in New Jersey in five towns, and nine in New York in six towns, ten in Ohio in seven towns, forty-five in Pennsylvania in twenty-nine towns, and twelve in West Virginia in nine towns. Now, of the ninety-five towns in which window glass plants were available for membership to find employment in at that time, 1905, only twelve of those towns have plants in which our members can find employment at this time. And at that time it was in ten States, at this time it is in twenty. Now you will notice there was only one plant in California at that time. There were 60 plants in 30 towns in Indiana, and at the present time there are two plants in one town in Indiana in which our membership can find employment.

There were ten States in 1905, there are twelve now. In Pennsylvania there were twenty-nine towns that had factories at that time, and I believe only two of those towns at the present time have factories—two of those towns at the present time have factories in Pennsylvania.

Since that period of 1905 thr. towns in Ohio—Mt. Vernon, Utica and Pleasantville, the three towns would give employment to 316 [fol. 330] men. Sixteen blowers came into existence subsequent to 1905, and have gone out of existence at the present time, and just prior to 1905 there were six other towns in Ohio that would give employment to 250 blowers. Within the ten years preceding 1905 there were sixteen towns giving employment to 250 blowers that in

1905 did not exist, and adding those all together you can see that the bulk of our working membership at the present time live in the States of New Jersey, New York, Ohio and Indiana, and a very small per cent of the working capacity is in those States.

In the light of the general conditions prevailing under the old plan, with guarantees, bonuses and so forth, and the conditions prevailing under the present plan, I would say that under the one-period plan there is much more traveling because of the instability of the industry. A plant may start under the one-period plan with a scale that would be effective for thirty-two or thirty-six weeks, but the plants may not operate but a very few weeks.

I did not, as President of the organization, in view of the Premier vote of about two to one for a one-period plan, attempt to effect a return to the one-period plan because I believed it was an economic absurdity to attempt to operate the number of available plants with the amount of labor available. If the attempt had been made to execute such a plan and put it into effect, I believe that while in all probability most of the plants would have gone into operation under the scale, the result would have been that none of them would have been efficiently manned and there would have been a competition for the services of our members which would have become so intense that [fol. 331] the great majority of them would have had to have given up the struggle in a very short time, because of their inability to get sufficient production to meet the necessarily fixed cost of operation.

This Wage Committee which negotiated this present plan is elected by the members by referendum ballot for two years. There are two members from each trade elected in alternate years, one elected each year.

The Premier resolution was not mandatory. It simply expressed a wish or desire of the membership to eliminate the two-period plan of operation, which previously had been a two-period with an intermission of from three to six weeks between the two periods, and there was considerable opposition and objection to that because, for instance, a member going from this section of the country where I told you the bulk of our membership lived—Ohio, Indiana or New York, would go to the southwest section of the country and it would be necessary for him to lay idle for three or four or six weeks during this winter, the most favorable time of the year to operate, and we believed that by the elimination of that it would meet with the wishes of the membership inasmuch as it was only one continuous period of employment. We effected that by stopping the 27th and starting the 29th. The Premier resolution also called for the abolishing of the four-shift plan of work. The membership objected to the four-shift plan; the men worked only thirty hours and consequently their earnings were cut down one-third, and it did not leave him sufficient earnings to justify him leaving his home and going into the [fol. 332] factories, and he protested against that short period of employment, and we eliminated that for that reason, because it would give him then a greater weekly wage and be an inducement for him to leave the employment which he almost universally had dur-

ing the summer time and come into the factory in the fall, and it met with that part of that resolution.

When the members previously voted on the question of operating in periods they were receiving—the blowers were receiving an average wage of a dollar and a half a box for a hundred foot box. When they voted the second time on the period proposition they were receiving an average of seventy-five and a fraction cents per box, single strength. Double strength would be in proportion the same.

The men wanted a change; the basis of their dissatisfaction really was the low rate of earnings.

Following the war we took a second reduction in February, 1922; I believe we took a thirty per cent reduction, and I believe the men in the machine industry remained approximately 20% above that. If my memory serves me right there was a differential—I can't recall now—that is a differential in the amount of bonus—amount paid the cutter and flattener per box, but it does not necessarily mean a difference in weekly earnings.

I have compiled a list of the plants which have expressed an intention to operate in the period to start next Monday, together with their pottage. There are 28 plants on the list with a 981 pot capacity. The pottage capacity of the plants now running that are said to be undermanned by some two hundred and sixty-two men is [fol. 334] 990, approximately the same. The number of blowers available this period is 909. The man power restricts pottage capacity to 909 at present.

Mr. White: We will offer that list as Workers' Exhibit 5 (which is attached hereto and made part hereof).

[fol. 333]

DEFENDANT'S WORKERS' EXHIBIT No. 5

*Companies to Whom Wage Scale Will Be Issued for Second Blast
1922-1923, Plants to Operate 18 Weeks Between Jan. 29 to June
11, 1923*

	Pou
Charleston Window Glass Co.	45
Clarksburg Glass Company	30
Connelly Glass Company	30
Eldred Window Glass Co.	45
Harding Glass Company	45
Houze Window Glass Co.	24
Ideal Window Glass Co.	24
Indiana Window Glass Co.	30
Interstate Window Glass Co., No. 5	60
Jeannette Window Glass Co.	30
Liberty Glass Co.	30
C. F. Lutes Glass Co.	30
Marion Glass Co.	42
Masontown Glass Company	42
Model Glass Company	24
Modern Window Glass Co.	30
National Glass Company	45
National Sash & Door Co.	30
Paramount Window Glass Co.	30
Penn Window Glass Co.	30
Premier Window Glass Co., No. 2	36
Reliance Window Glass Co.	30
Rolland Glass Company	30
Royal Glass Company	45
J. B. Scohy Glass Co.	24
Torrance Window Glass Co.	36
Victory Window Glass Co.	23
Western Window Glass Co.	30
	961

(Narrative continued:) In the event that there should happen to be an over-supply of labor to man the plants that will operate the next period, in order to secure work for the men who were not working we would solicit plants that—first we would solicit plants that might be available for operation and endeavor to induce them to place their plants in operation, using the available labor supply as an argument, and failing in that we would probably request some of the plants that were in operation to continue right through, or if it was the first period, why, we would do as we did last fall, we solicited other plants to place their plants in operation.

To get men who left the industry to go back into it, I have circularized the mailing list of the National in the localities where they

are no plants in existence at the present time, calling their attention to the improved conditions in the industry over what they were, the slight advance in wages and the possibility of another advance in wages which materialized later. I offered this as an inducement for them to come in, and the fact that they could start in in October and work continuously through until June without any interruption.

I believe that the plant that operated half the length of the time fully manned would produce a greater amount of glass, for the [fol. 335] simple reason that in a plant that is fully manned the men work steadier. It has been found by experience that when there is a shortage of men in a plant, a man who has not the proper ambition to get ahead in the world can lay off today and work tomorrow and his place is there for him, but when the plant is fully manned and there is a slight surplus of approximately ten per cent, which is really necessary to see that a plant is properly manned, that man has to work every day or he hasn't any job, and consequently you get much better results and greater efficiency.

I should say without hesitancy that our members, as a whole, have secured much more work during a given year under the two-period plan of operation than they ever have under the one, especially since the machine has come into existence.

Under the one-period plan there was invariably a tendency for the plants to work less than the weeks fixed by the wage scale. A plant would perhaps not even start when the scale became effective, while in rare instances they would work the full limitation of the time specified in the wage agreement, and when a plant of that kind would go out, as a general rule the men were done for that year in that plant.

The normal production around one blower of fifty foot boxes for one week, a fair average, would be one hundred fifty foot boxes, single and double combined, figuring one-third double strength and two-thirds single strength which is the natural demand of the country.

Regardless of the number of pots or factories, the productive possibility of the industry is multiplied by the number of blowers, multiplied by the number of boxes, by the number of weeks they worked. [fol. 336] The blower is the unit of production.

In the season of 1921-'22, approximately speaking, there was an average of 1,050 pots operated in each period. Of course, there is considerable falling off during the latter end of the second period.

Regarding apprentices, our organization fixes a period of time that he must be an apprentice before he can become a member of the organization, but just as soon as the manufacturer thinks he is capable of filling a place he is permitted to take that place and go on and work just the same as a journeyman. It must be three years from the time his apprenticeship is issued to him before he can become a member of the Union. During his apprenticeship, the manufacturer fixes his pay. He works as a snapper if it is in the blowing department, or as a shove boy; if it is in the cutting department he usually works in the biggest shop and helps the cutter.

Before he becomes a member of the Union, while he works as a blower or gatherer he gets the same pay as Union men, he really is a Union man, without the power of the vote, and he does not participate in insurance features of the organization. He gets the same rate as the manufacturer sees fit to hire him in consideration of his ability; and he pays the same dues.

Since the two-period plan went into effect there has been one new plant built at each of the following places: Poteau, Oklahoma; Lava, Wyoming; Hermosa Beach, California; Clarksburg; Salem; and one at Punxsutawney, Pennsylvania.

[fol. 337] As officials we discourage the payment of guarantees or bonuses because it brings about what you might term an open shop condition where the employer must bid for the services of labor. While in another open shop you might say it would be the other way around, where the worker bids for the opportunity of employment. It is just the other side of the question which is just as objectionable. It is the contrary of selective bargaining.

Mr. White: May I put into the record, your Honor, a list of the plants now operating and the men operating in them? I won't take the trouble to read it.

The Court: It may be received.

(The exhibit last above referred to marked Workers' Exhibit No. 6, and is attached hereto and made part hereof.)

It being impracticable to produce in the printed record Deft. Workers' Exhibits 3 & 4 by reason of their bulk, it is stipulated by counsel that the said Exhibits shall be considered a part of the record with right to make use of the originals on appeal.

Cross-examination.

By Mr. Pilliod:

I don't consider that the use of the gas producer by which gas is produced from coal has in recent years revolutionized the hand blown industry. There are considerable more plants operating by natural gas in the hand industry than they are by producer gas. In the hand industry there has not been a larger number of plants with large investments established since 1905 than prior to that date. In 1905 the amount of capital invested in plants generally was not as large as it is now. A number of plants, since that time, have come into existence which have a larger capital invested and a much more elaborate equipment for producing glass by the hand method. [fol. 338] As to their being in the larger cities,—Columbus is the only city, properly speaking, that has a window glass plant. The rest of them are all in very small communities. The bulk of our plants now are in West Virginia and they are almost universally using natural gas there.

With reference to the communities where two plants are located, it is true that one may operate one period and the other may not.

operate the next; it depends upon the ownership and upon the amount of capital and other items.

I am not very familiar with the kind of fuel they are using in the machine industry, but I am frank in saying that if they had natural gas they would all use it. Some of the larger, longer established plants, Pennsylvania particularly, are using producer gas.

The great bulk of the cutters and flatteners in the machine industry at one time were employed in the hand industry, but of the blowers and gatherers a very small percentage, I wouldn't put it above five per cent. A man who is skilled in blowing glass by the hand method cannot blow glass by the machine method; he knows nothing about it. He perhaps would have some advantage because of his knowledge of the nature of the metal, but very few of our members get to be machine operators in hand plants or in any way connected with the production of it.

[fol. 339] **EDGAR B. ROBINSON**, a witness called by defendants, being first duly sworn, testified as follows:

Direct examination.

By Mr. White:

My name is Edgar B. Robinson; address, Sandusky, Ohio. I have lived there continuously now for the past sixteen years. There is no hand blown plant operating there at the present time. I am working at Columbus, Ohio, now. The period before that I worked at Sandusky.

I am a member of the Workers' Wage Committee and participated in the negotiations last summer that preceded this wage scale we have been talking about.

Q. In view of the fact, Mr. Robinson, that the members of the Union, by a vote of two to one had expressed their approval of the Premier Resolution favoring the one period plan, why did you not attempt to negotiate for that plan last summer?

A. Well, it has been customary in the past for the Wage Committee to be invested with the whole power in negotiating a wage scale, and I considered that the Premier Resolution as a mere suggestion coming from the membership that we should, in case we saw fit, use our best efforts in securing a one-period of operation with three shifts, where formerly, for the past—well, since 1917-18 we had been working two periods with a four shift system in effect. So we did not consider that that was a command from the membership; it was a mere suggestion offered to the Wage Committee.

[fol. 340] Q. Did you consider in your discussion of your commission, before you went into conference with the manufacturers, the proposition of trying for the one-period plan?

A. Yes, we discussed that among ourselves, and I had consulted considerably the men living in my locality in regard to whether they expected to return to the industry, and some expressed a willingness to and some expressed a willingness not to, and there was a great proportion of that character, a considerable number declared to me they were not going into the glass industry no matter what kind of a period arrangement was made, and I took it for granted that they were telling me the truth, which I presume they were— their actions have proven such; and after I came to meet in conference with my fellow wage committeemen, it appeared the same sentiment appeared among the balance of them, and we reasoned there was about approximately sixty or sixty-five plants that were available for operation, and with the falling off of the membership that expressed a willingness not to return to the industry to work that we wouldn't have a supply of men that would justify us in demanding from the manufacturers' committee a one-period operation, because there was no chance of furnishing them a supply of men so that they could operate successfully; so we thought it would be folly to submit any kind of a proposition based on the one-[fol. 341] period operation in regard to that fact, because they had been running shorthanded in localities previous to this time, and we argued that the same thing would prevail in the future; consequently we paid no attention to the resolution in that respect, except to negotiate a scale that sort of dovetailed the two periods into one, with a short intermission between, which we thought would act, in a measure the same as one period, with the exception of probably in some instances they would have to go from one town to another or change from one factory to another.

Q. Are those reasons you have just stated, Mr. Robinson, the only reasons why you did not attempt to negotiate for a one-period plan with the manufacturers?

A. That was the only reason.

Q. In your personal experience as a worker in the industry under which plan have you had a greater number of weeks' work?

A. Well, under the two-period plan; one year, especially, I got forty-two weeks' work under the two-period plan. That is more than I ever got any other year that I have been connected with the industry. And the other years it has been about the same number of weeks, or possibly a little more. Now this winter we will get more than we have ordinarily been getting under the one-period if I am fit to work in the two periods.

(Narrative continued:) In negotiation the two-period plan now [fol. 342] in operation and in voting for it as a member of the committee I did not intend that the two-period plan should be voted upon to restrict the production of glass.

The workers have always tried to get more work than what the manufacturers claimed they could supply, on account of the market conditions. Market conditions control that, I presume, from the manufacturers' point of view, and we couldn't expect them to operate their plants longer than they could market their product.

Cross-examination.

By Mr. Pilliod:

According to the number of men available, I presume the hand blown industry has been overbuilt, both hand and machine. I know from my experience of many years that the question of the length of my employment was affected by a great many other conditions than by the two-period plan.

GEORGE H. ROZELLE, a witness called by the defendants, being first duly sworn, testified as follows:

Direct examination.

By Mr. White:

My name is George H. Rozelle; residence, Clarksburg, West Virginia.

I am a member of the Wage Committee of the glass workers and have been in the industry since about 1894 or 1895.

[fol. 343] This period I am working at the Norwood Glass Company at Clarksburg, and purpose working the next period at the Clarksburg Glass Company. They are two separate plants.

Q. In the summer last past, as a member of the Wage Committee will you tell the Court why you did not try to effect a return to the one-period plan, in view of the fact that your members had o. k'd the Premier Resolution?

A. Well, because we knew we couldn't man the plants if all of them started at the same time. Of course economic conditions had been injected into the business by the advent of the machine, and we believed that the one-period system, if all factories would start at once, with the men we have available, it would be demoralizing to the industry. In my opinion this is what would happen: the factory would start in fully manned, or probably not half-manned, some of them, and they would go into their factories dissatisfied not getting production, and they would start to pay bonuses and guarantees, and about the time they saw they were losing money on that proposition, probably the fellow that did not have the money to put into the machine would quit the business, and the man that had an up-to-date plant, with probably 250 or 300 thousand invested, would quit before he went broke and put in the machine, and thereby we would lose a trade that we have practically spent the best years of our lives learning. That was my sole reason.

[fol. 344] Cross-examination.

By Mr. Pilliod:

The workmen employed in the machine plants have no affiliation with our union. If a member of our association left the hand blown

industry and went into the machine plant, he would not exactly sever his relations with our association automatically; he could come back at any time while he was in the employ of a machine plant. Any time that he cares to come back he could come back. He wouldn't be a member of the organization, but we don't bar him from coming back. They have a separate organization and he pays dues into that. In other words, he drops out of it. They have a separate constitution and by-laws.

Mr. White: There are eight members of that Wage Committee and the other six are here and would testify to substantially the same things.

The Court: If their testimony is substantially the same as that of Mr. Rozelle and Mr. Robinson, it is not necessary to call them.

Mr. White: The statement then is made on the record that the other members of the Wage Committee are present in court, and if called to testify, would testify substantially as the preceding two members.

We rest.

The Court: Anything more on behalf of any of the defendants? [fol. 345] Mr. Pilliod: I only had this in mind: that so much stress has been laid on the question of fuel I thought may be your Honor would like some information on producing gas artificially.

The Court: Have you that testimony here?

Mr. Pilliod: Mr. Bartram is here from Columbus and I think you might like to get that information from him.

The Court: If he can tell us about it, I would be glad to hear anything that would be helpful and for the information of the Court.

CHARLES E. BARTRAM, SR., a witness recalled by the Government further testified as follows:

Direct examination.

By Mr. Pilliod:

I have testified previously. My plant is at Columbus, Ohio, and I am engaged in making hand blown window glass.

We produce the gas with which we heat our tanks in the producer, making it from coal. This is the second season we have had it in operation. Prior to that we got natural gas at Columbus.

It cost me \$125,000 to install that producer. I have a 27-blown plant and two producers. I can run it with one, that is, with safety, but get more efficient gas by using two of them. It costs us thirty cents a thousand cubic feet for the gas. We get our coal from Ohio—Hocking Valley and Athens.

[fol. 346] Mr. Pilliod: The Government has nothing further to introduce, if the Court please.

The Court: There is one thing that the Court has a feeling probably that is material, and in a way, on one aspect of the case, may be. This bill was filed I believe, on January 5. The indictment was returned, I believe, against these defendants, or some of them, in this court. That, I believe, was at a later date than the filing of this bill; that is, the return of the indictment, was it not? I might like to know the date of that; and in connection with that investigation I learned that some of these defendants have been indicted because of some, not all of these transactions, and perhaps others, in March, 1922. I would probably like to know what the fact about that was, and the character of that indictment.

The point in my mind is this: the Court must determine what it is going to do about the restraining order, and that will expire; and, even if it should hold with the Government that the defendants here were engaged in an agreement or combination in violation of the Sherman anti-trust law, one of the questions the Court has to consider is when it will put into effect a decree of dissolution after the [fol. 347] injunction. That is a matter the Court has to determine.

If the defendants here made this agreement of September 22 or 25, all of them, with knowledge of the Government's position about the matter, and with an indictment pending against them which involved the legality of the agreement which they proceeded to make, it may be a circumstance that the Court ought to know and the record ought to show. If they were not advised and the defendants did not learn of the attitude of the Government towards the method of doing business and the contract and agreement, until this bill was filed on the 5th of January last, or until the indictment was returned, on the 8th or 9th of January, a different situation might present itself to the Court before it would continue the restraining order in effect, or, if it would condemn the transaction, as to when it would put the decree into effect, whether after a lapse of time that would enable the parties to accommodate themselves and not be unduly harsh on them. I am making that suggestion. It seems to me that the date and character of the last indictment ought to be put into the record for the Court's information, and the date or nature of the indictment, if there was one, in some other district against all or some part of these defendants involving this transaction, ought probably also to be put into the record. What do you say about that? Have you got those papers, anybody, or can you agree about it? I [fol. 348] do not want counsel who do not think those things ought to go in, to waive their right to object to the testimony on the ground of its immateriality and irrelevancy, but I feel, from the point of view of the Court, it would be helpful to have that information.

Mr. Pilliod: I can inform the Court as to the date of the indictment here, but I am not prepared to inform the Court as to the indictment returned in any other district.

The Court: The officers of the Government were here asking the Court about motions as to those indictments.

Mr. Davis: If the Court please, we are of the opinion, I might say, that neither of these indictments are germane or relevant to the

issue which is pending here; therefore we don't want to be in the attitude of introducing the indictment, but if they were to be of any assistance to the counsel for the Government or the Court, we have here a copy of the New York indictment and we will be pleased to supply it to the Government counsel, or if the Court will take it without any prejudice on our part, we are quite willing to supply it to the Court.

The Court: You may do it either way. You may give it to counsel for the Government, and if they feel like you do, that it is [fol. 349] so far irrelevant and immaterial it may prejudice them, then the Court will reach out its long hand and grab it itself.

Mr. Davis: Both our counsel and the counsel for the Government agree that the New York indictment has no connection with this.

The Court: With this case?

Mr. Davis: Not at all. It is not even mentioned in the bill of particulars. I haven't that bill before me, but it is still under dispute, motions are pending to amplify it.

The Court: Now, on behalf of counsel for the Government, the case will be regarded as closed, as I understand it, as far as the testimony is concerned.

Now, about your argument.

Mr. Pilliod: Does your Honor wish me to offer these two indictments?

The Court: I don't want you to if you feel they prejudice your case to do so.

Mr. Pilliod: There is no objection whatever on the part of counsel for the Government to offering them.

(Copy of indictments filed March 27, 1922 by William Hayward, [fol. 350] United States Attorney for the Southern District of New York.)

(Said copy marked "Plaintiff's Exhibit 27.")

(Copy of an indictment filed January 5, 1923, by Gerard J. Pilliod, Assistant United States Attorney, and Roger Shale and Oliver E. Pagen, Special Assistants to the Attorney General, in the Eastern Division of the Northern District of Ohio, in the United States District Court.)

(Said indictment was marked "Plaintiff's Exhibit 28.")

Mr. Broadwin: There is an objection to the introduction on the part of the Workers.

The Court: The objection will be overruled. They may be received.

Mr. Patterson: There is no objection on the part of the Manufacturers.

(Adjournment to 1.30 p. m. of the same day.)

(1.30 P. M.—Arguments were had by counsel for the respective parties, whereupon the Court remarked as follows:)

[Vol. 351] IN UNITED STATES DISTRICT COURT

MEMORANDUM BY THE COURT

The Court: It must be obvious to counsel that the Court will require some time to give due consideration to this case before deciding it. I have, of course, dealt with similar questions in other cases and have, I believe, read all of the opinions cited, at some time or another, some of them more than once, and undoubtedly as a result hereof I have now some distinct impressions, but do not feel justified in announcing a conclusion without more careful study.

The law cannot be said to be well settled. The different tendencies of the different decisions of the United States Supreme Court leave in doubt some of the rules of law, or how the same apply in different situations; hence it is not surprising that I do not feel sufficiently informed to decide all the matters in this case at this time.

There is also a difference between counsel as to the facts of the case. It is the contention of the Government that the wage agreement of the Workers' Association, assented to by the members of the Manufacturers' Association, and the concerted action of all parties concerned, in accordance therewith, constitutes an agreement, conspiracy, or combination which is in and of itself within the prohibitions of Sec. 1 of the Sherman Anti-Trust law. It is the Government's contention that the nature thereof is such that its inevitable [Vol. 352] and inherent tendency is to restrain trade in interstate commerce and to limit, if not destroy, competition between independent manufacturers; that it destroys competition and restricts interstate trade, not merely between the producers and the sellers of hand-blown window glass in furnishing this product to the consuming public, but also restrains and limits competition among persons wishing to work at the several trades involved in hand-blown window glass manufacture. The Government contends that this is done by placing one-half of the manufacturing plants in a group called Group A, which agrees to operate for a period of four months and to remain idle the rest of the year, and placing the other half in another group, called Group B, which will remain idle while Group A is operating, and then operate themselves for another period of approximately the same duration. The A group of manufacturers apportioned during a period of approximately four months all of the available or potential supply of labor, so that Group B is unable to operate, even if they so desire, during that period of time, and in the second period, Group B is awarded all of the labor, so that Group A cannot operate, even if they so desire. The Government's contention, as I understand, is that this is an agreement, combination, [Vol. 353] or conspiracy, in restraint of trade; that such is its inherent and necessary effect; and that the Court will not hear or listen to an suggestion that it is or can be reasonable within the rule of the Standard Oil Company case. This is, in part, the contentions of the Government. On the other hand, the Manufacturers' Association and the Workers' Association contend that the hand-blown window glass industry is a dying industry; that it has been since 1903

or '05, subject to severe competition from the machine glass industry; that as a result of this competition and other conditions, the membership of the Workers' Association had, by the year 1918, become so reduced that there was not in existence or available skilled workers enough to man existing manufacturing plants; and hence in order to preserve the industry from extinction and to avoid disastrous competition between the manufacturers for the limited supply of labor, it was necessary and also reasonable to group the manufacturers into what is called the two-period group, for operation. It is said that the Workers' Association contained all the skilled workmen available to man the plants and that there was not now available any skilled workers for the manufacture of hand-blown window glass except the members of the Workers' Association. The number of blowers, it is said, is less than a thousand. The number of blowers required to man the productive capacity of the existing plants will [fol. 354] exceed two thousand. All of the other skilled trades are dependent upon and revolve around the blower, and, in this situation, it is said there is nothing the Manufacturers' or the Workers' Associations can do to prevent the extinction of the industry and destruction of all opportunity for skilled workers therein to continue to be employed, except to group the factories and to divide the labor fairly between them. This, it is claimed, justifies the present plan of operation in what is called the two-period system; that is, a group A comprising approximately one-half, who will operate for a period of four months, beginning in September and ending January 27, that they will then close down their plants, and Group B will then operate for a period of eighteen weeks. As a result, it is said, the workers have more regular employment and better conditions than would obtain if all the factories were competing with the same group of employees all the time and if all the workers were free to apply to work unhampered all the time. It is said the resulting effect is to furnish a total longer working period and more continuous employment in a year for the workers and that it results in a larger annual total production of hand-blown window glass. It is also contended that this has not resulted in increasing the price of hand-blown window glass because the quantity thereof is not large enough [fol. 355] to be a factor in affecting the market price, and that the market price follows and depends upon the price fixed by the American Window Glass Company, the leader in the window-glass industry, which is a machine glass factory. Hence it is said that what the defendants have done, even if an agreement, combination, or conspiracy is and was not unreasonable, but, on the other hand, that it was a reasonable way to meet the situation, and that competition has not in fact been suppressed; that it is not true, as contended by the Government, that imposing upon the worker the task of moving from place to place so that he must be at least half his working time absent from his settled abode, results in driving men from the industry, and further limiting production.

This, in part, summarizes the respective contentions. I am not overlooking the defendants' contention that the fixing of a wage scale applicable to all of the workers in the industry, even if it limits

the time the workers may labor in particular factories, is not a matter dealing directly with interstate trade or commerce but is within the legitimate aims of a labor union. Nor am I overlooking the contention of the manufacturers that the agreement does not relate directly to interstate commerce but has to do only with the production [fol. 356] of hand-blown window glass before it enters into interstate commerce. Those contentions are not without substance, and will be given due consideration.

What I am wishing to say, however, is that I do not feel prepared to decide this lawsuit in its entirety at this time. I fancy that parties did not expect that I would be sufficiently advised at this time to announce such a conclusion. I have, of course, impressions more or less well fixed with regard to these matters, but I wish to make a more careful examination of the authorities and to weigh the facts further before adopting a fixed conclusion. It may not be possible, with my present engagements, to write an opinion without unduly delaying the decision; that depends upon so many matters that are beyond my control that I may have to content myself with an announcement of the final result of my study, with a promise to write an opinion whenever I can.

Now, in this situation, which is, I fancy, that which counsel anticipated, what am I to do with the Government's request for a preliminary injunction to continue in force until a final decree? No preliminary injunction has been granted. A restraining order was issued on January 5, 1923, and has been continued in force from time to time until to-day. Federal courts of equity may not grant [fol. 357] restraining orders without notice to hold for a longer period than ten days, and these orders can be continued in force thereafter only upon good cause therefor being shown; hence I am confronted now with what I shall do in this emergency with the restraining order.

If it is to be continued in force, it should be continued in force only for the same reasons that I should now grant a preliminary injunction. I am persuaded that in the present situation I should not grant the preliminary injunction unless or until I have — up my mind as to what decree should be made upon final hearing. Whenever there are difficult or doubtful questions of law to be determined, or disputed issues of fact to be heard and decided, and the situation is such that the decision may not be in accord therewith at the final hearing, a preliminary injunction is granted ad interim for the purpose of preventing irreparable injury or preserving the existing status until the final decision. This rule is well settled and is applied in accordance with the Court's judgment of the balance of convenience or inconvenience to the respective parties. Applying that rule to this situation, the Government, I suppose, will contend that the existing status which should be preserved is that Group A manufacturers have now their factories in operation and desire to continue after January 27 and cannot do so if the parties [fol. 358] are permitted to act further in execution of the alleged illegal agreement, for, if Group B is to begin operations as contem-

plated, Group A will be without labor to man their plants and their laborers must, pursuant to the terms of the agreement, refrain from working or work only for Group B; hence the contention that a preliminary injunction should be awarded to prevent the overthrow of the existing status and irreparable injury to Group A manufacturers. That, however, does not seem to me to correctly state the situation. The status in a legal sense, is that created by the agreement or combination itself, which has been in existence and in operation since September and, perhaps, for two or three years previous; and the question is whether that status should be permitted to continue until a final decision by refusing to interfere rather than to grant a preliminary injunction which will overturn it. Upon considering the balance of injuries to Group A and to Group B, will not the injury to Group B be greater than that of Group A? And will it not be less susceptible of being remedied hereafter. Such seems to me must be the test by which the Court is to be guided in granting or withholding a preliminary injunction.

The plaintiff here is the Government of the United States, not [fol. 359] Group A manufacturers, nor any one of them. This suit is brought in the public interest and for the purpose of preventing the continuance of an illegal agreement or combination in restraint of trade. The conditions now under attack are substantially those which began as early as 1919 and have continued ever since, although the particular agreement under attack was entered into in September 1922. It is that existing organization of the industry, of the manufacturers on the one hand, into two groups, and of the workers, on the other, into two groups, dividing their time between the two different working periods of the factories, which, it seems to me, must be regarded as constituting the existing status. A preliminary injunction, if awarded at this time, will overthrow that status. It would result in a reversal of the status rather than a preservation of it.

And what is to be said on the subject of irreparable injury or the balance of convenience? Who are irreparably injured? The suit here is to protect the public against injury from the execution of an illegal agreement or conspiracy. It is not a suit by Group A factories or any group of factories, to prevent the defendant Workers Association from closing their factories by transferring their laborers to another factory. It is true, some of the witnesses who have [fol. 360] testified, are owners of Group A factories, and they want to continue the operation of their plants during the second period. In this case our concern is not primarily with a protection of their private rights, but with the protection of the public right.

They have a right to operate their factories, but if they are injured, have they not a better remedy than Group B would have? I think the provisions of the Sherman Anti-trust law, as amended by the Act of October 15, 1914, furnishes an answer to that question. If the Government prevails in this lawsuit, then any person, manufacturer or worker, has a right to sue the members of the illegal conspiracy, and the decree of this court is *prima facie* proof of the existence of such an illegal conspiracy, and they are entitled,

by the terms of the statute, to recover treble damages. If any manufacturer now working, is injured, he has his private remedy, and these rights may be enforced by him in a private action, but he cannot have those rights affirmatively redressed in this action. If he exercises his right and invokes relief against any of the members of this conspiracy, a Court, however, would grant him or refuse him relief perhaps only upon equitable terms. Now how would a member of Group A stand if he came into court at this time and filed his private suit, asking an injunction against these defendants, which [fol. 361] the Government is now asking to be enjoined, and on the hearing it should appear that he was a member of the Manufacturers' Association, and that the Wage Committee representing him had agreed with the Wage Committee of the Workers' Association upon this wage scale and the two-period system; and that he had accepted the benefits of their action, had operated his factory in accordance therewith for a period of sixteen weeks, and then, after having thus profited by his participation in the joint wrong, came forward at the end of the first period in order to get a further advantage from the illegal situation, were to ask the Court for an injunction preventing the further carrying out of the agreement for the benefit of his co-conspirators in Group B? Having profited by his own wrong for sixteen weeks at the expense of Group B, can he still further profit by preventing Group B from operating? Such, in effect, would be the situation, for, while theoretically any member of Group B might operate his plant if he could, notwithstanding a preliminary injunction, so likewise may Group A, if the preliminary injunction is refused, but both parties here contend that neither may do so while the provision of the wage agreement under attack is in existence and is being enforced and observed. In a situation of that kind, a court [fol. 362] of equity would wash its hands of the entire situation and leave both parties to their remedies at law. Whether the participation of a plaintiff in the original conspiracy would, at law, prevent him from maintaining his action for an injury done after he had withdrawn, is a question as to which no opinion is or should now be intimated.

Hence I say that a preliminary injunction now issued would not preserve but would overthrow the existing status; that the balance of injury or equity is in favor of Group B rather than Group A; that the injury, if it is inflicted upon innocent persons by a refusal to award the preliminary injunction, may be redressed at law; but the injury done by the wrongful issue of a preliminary injunction, to Group B, could not hereafter be redressed either at law or in equity, for no action would lie against the plaintiff herein, the United States, and no bond is ever required of it. The evidence tends to show that this bill was not filed until after many, if not all, of the manufacturers in Group B had begun to expend money in getting their plants ready for operation on January 29, 1923; that this money is expended in repairs, accumulation of material, commitments for supplies, and largely in what is called firing-up a tank. The evidence shows that it is necessary to begin three weeks or more prior to the date of operation to fire up the tanks; that is to say, to

[fol. 363] melt and fuse the materials entering into the composition of glass. The fuel cost of so doing is estimated at from two thousand dollars up to much higher figures, and most, if not all, and apparently all, of Group B factories have made these expenditures and performed this work, which will now be lost if they are prevented from operating. It is disputed whether any or all of Group B manufacturers began to fire up before learning of the filing of this bill; but I do not regard this as a controlling consideration. Even if defendants had learned thereof, they were not required to assume that they were so far in the wrong that they must cease operation at once, especially as learned counsel, whose good faith the Court sees no good reason to doubt, are still apparently of opinion that there was nothing illegal in defendants' alleged combination.

Furthermore, as already said, this is a suit by the United States to dissolve an alleged conspiracy or combination in restraint of interstate trade; it is not a suit to redress wrongs committed by the Workers' Association against Group A manufacturers nor by Group B manufacturers against Group A. The rights to be protected by a preliminary injunction are those of the general public. It is not unusual in suits arising under the Sherman Anti-trust law for the Court when making a decree dissolving an illegal combination and awarding an injunction against parties thereto, to fix a date in the future when the parties shall have completed dissolution of their illegal combination and when the terms of the injunction shall become operative. Punishment, as such, is inflicted only after trial of an indictment and upon a verdict of guilty. Upon its civil side, a court is not moved by considerations of punishment. As I now see the situation, even if I were now prepared to decide and should decide this case in favor of the Government, and should adjudge the defendants guilty of maintaining an agreement or combination in restraint of interstate trade, and should order that this combination be dissolved, and the parties refrain from further acting pursuant to their agreement, and should, as an aid to the enforcement of such a judgment, enjoin and restrain the Workers' Association from refusing or denying to any manufacturer of hand-blown window glass a wage scale upon equal terms with all other manufacturers who applied therefor and are willing to observe its wage scale and working conditions, I should nevertheless feel that defendants should be given a reasonable time, say thirty days, to conform thereto before the injunction became effective. This is a conclusive reason why a preliminary injunction should not be granted, especially as I hope to dispose of this case in the near future [fol. 365] and such time as the defendants may have hereafter and before so doing, can be charged against the time I might otherwise allow before putting the injunction into effect.

I shall dispose of this case as soon as I can examine the further authorities cited. If my engagements prevent the filing of an opinion, I shall content myself then with an announcement. My only free time is when a break comes in my equity calendar. This calendar was made, counsel and parties notified, and witnesses assembled, before the present case was brought into court, and I cannot

disturb that calendar and disorder the plans of other parties and litigants for the purpose only of writing an opinion.

Record in narrative form, as corrected, approved.

Roger Shale, Spec. Asst. to Atty. General. May 28, 1923.

Approved.

W. C. Westerhaven, U. S. D. J.

[fol. 366]

PLAINTIFF'S EXHIBIT NO. 2

Wage Scale of the National Window Glass Workers

Effective, Subject to Provisions Within, from Sept. 25, 1922, to Jan. 27, 1923, and from Jan. 29, 1923, to June 11, 1923

Agreed to by The National Window Glass Workers' and National Association of Window Glass Manufacturers' Wage Committees

Cleveland, Ohio, September 16, 1922

[fol. 367]

Wage Scale

Copy of Wage Scale Agreed Upon by Committees Representing the Manufacturer's Association and National Window Glass Workers

This wage agreement shall be in effect from September 25, 1922 to January 27, 1923, during which period the scale shall be in full force for sixteen (16) weeks, or ninety-six (96) working days; and from January 29, 1923 to June 11, 1923, during which time the scale shall be in full force for eighteen (18) weeks, or one hundred and eight (108) working days.

It is agreed by those who recognize this Wage Scale that glass must be produced from the tank to which this Wage Scale is assigned.

The three shift system shall be established in all factories.

The following list shall govern payment to blowers per 100 foot box:

Single

8 x 10 to 10 x 15.....	A	\$.63	B	\$.54
11 x 15 to 14 x 20.....	A	.75	B	.62
14 x 21 to 16 x 24.....	A	.82	B	.69
16 x 25 to 20 x 30.....	A	.89	B	.74
21 x 30 to 24 x 30.....	A	.96	B	.77
24 x 31 to 24 x 36.....	A	.99	B	.80
25 x 36 to 30 x 41.....	A	1.09	B	.87
All Above	A	1.14	B	.92

[fol. 368]

Double

6 x 8 to 16 x 24.....	A	\$.84	B	\$.71
16 x 25 to 24 x 36.....	A	1.22	B	1.03
24 x 37 to 30 x 40.....	A	1.31	B	1.11
30 x 41 to 36 x 51.....	A	1.45	B	1.24
36 x 52 to 39 x 60.....	A	1.76	B	1.53
40 x 60 to 40 x 78.....	A	2.34	B	2.04
All Above	A	4.32	B	3.83
Grinders				

Art. 1. On the above single strength brackets there shall be applied a 10% differential to single strength blowers. There shall also be paid to blowers, gatherers, flatteners and cutters an additional advance of 7½ % for "AA" quality in both single and double strength.

Art. 2. There shall be paid as a minimum wage for all glass booked as single strength, \$.74 per box to the blower, which includes 10% differential, a minimum wage of \$1.08 per box shall be paid in double strength blower.

A minimum wage shall apply on all places where the average is less than the amount stated but, in case of breakage from stony glass, adjustments are to be made in conformity with Article 28 of Section 1 of this Wage Scale.

Art. 3. Gatherers shall receive 80% as much as blowers' gross wages for both single and double strength in all sizes.

Art. 4. Flatteners shall receive 27% as much as blowers' wages for both single and double strength in all sizes less the 10% differential paid to single strength blowers.

Art. 5. Cutters shall be paid, for cutting single strength \$.28 per box of 100 square feet; for cutting double strength, \$.3475 per box of 100 square feet.

[fol. 369] Art. 6. In the event of an increase in the selling price of glass, the joint Wage Committees shall be called together for the purpose of revising the wage scale.

Art. 7. The snappers' work shall consist of picking pipes, putting up ball, putting in pipes, blowing in holes, raising out rollers, cracking open, capping off, assisting in setting rollers off the horse, breaking lumps on places making six or less per hour and blowing out and assisting blowers on the pompadour notch and big places.

Art. 8. Where snappers assist blowers in capping off, both ends of the roller shall be capped. Where the cap end is removed by the blower, the snapper shall cap the hole end and vice versa.

Art. 9. Fluted Glass.—Fluted glass shall be paid for as follows:

\$1.55 per box of 100 square feet to the blower.

Seventy-five (75%) percent as much as the blowers' wages to the gatherer.

Twenty-five (25%) percent as much as blowers' wages to the flattener.

\$40 per box of 100 square feet to the cutter.

Art. 10. Heavy Specialties.—32 oz. and 34 oz. glass shall be paid for as follows:

Blowers' wages per 100 foot up to and including 16 x 24, \$1.97 per box; all above 16 x 24, \$2.34 per box.

Thirty-two oz. or 34 oz. glass containing 110 or more united inches shall be paid for at the rate of \$4.17 per box to the blower.

Blowers shall receive for blowing 36 oz. glass, \$2.47 per box up to and including 16 x 24; above 16 x 24, \$2.93 per box.

Gatherers 80% as much as blowers' wages.

Flatteners 27% as much as blowers' wages.

[fol. 370] Cutters shall be paid, for cutting 32 oz. and 34 oz. glass, \$5.26 per box of 100 square feet. For cutting 36 oz. and 39 oz. glass \$6.32 per box of 100 square feet. Cutters shall receive price and one-half for all fractional sizes booked above 16 x 16 and double price for all fractional sizes booked 16 x 16 and under, and double price for all sizes under 14 united inches.

Art. 11. When orders are given for 29 oz. glass averaging seven (7) lights to the inch, all trades shall be paid at the rate of 25% less than price specified for heavy specialties.

Art. 12. Glass averaging 39 oz. to 42 oz. to the square foot shall be paid for at the rate of \$4.17 per box to the blowers; gatherers 80% as much as blowers' wages; flatteners 27% as much as blowers' wages.

Art. 13. No rollers shall be made at a greater rate than nine (9) per hour. The company shall post in blowing room the size each shop, single and double, shall work on.

Sixty-five (65) rollers shall constitute a day's work. In case of a roller breaking on the crane or on the horse from capping off or cracking open, blowers and gatherers shall be privileged to make up such breakage so that 65 rollers are produced for a day's work.

Art. 14. Cutters shall receive price and one-half for all fractional sizes above 16 x 16 and double price for all fractional sizes booked 16 x 16 and under and double price for all sizes under 14 united inches.

Art. 15. \$10.00 extra shall be paid to cutters at the end of every four weeks cutting the big place.

Art. 16. A Boss Cutter shall be employed by all firms and shall [fol. 371] be a member of the National Window Glass Workers in good standing. Boss Cutters shall receive the following rate of wages for their services: For 12 pots or less, \$15.00 per week and \$3.00 for each additional 12 pots or less per week. This rate only to apply to cutters who are working.

Art. 17. The number of lights per box in all strengths shall be uniform.

Art. 15. The following list governs cutters when setting out single strength sheets: Sheets not exceeding 40 x 60 or its equivalent in inches shall be set out at the rate of 6½ lights per 100 foot box; 42 x 60 up to and including 46 x 60, or its equivalent in inches, to be set out at the rate of 6 lights per 100 foot box; 48 x 60 and above, or its equivalent in inches, to be set out at the rate of 5½ lights per 100 foot box.

In setting out double strength sheets: 50 x 60 or the equivalent in inches not to exceed 70 inches in length, shall be set out at the rate of 5 lights per box. In setting out other sizes in double strength cutters shall be guided by the cutter's guide for booking glass.

Art. 19. Manufacturers may set out stock sheets in amounts not to exceed 600 feet per week for any pot, place or blower. This will apply to both single and double strength.

The single and double strength glass set out shall be booked to the blower at the price the single strength and double strength glass respectively, cut and packed during the week it is set out, averages per box.

In addition to the above amount of stock sheets, companies may set out as stock sheets from any or all places one week's production any week after the fourth operating week. The glass that is set out as stock sheets for this week shall be paid for according to the average of the place for the week preceding.

[fol. 372] The cutter is to receive full price for all glass set out in stock sheets.

Stock sheets shall not be cut up or shipped during the blast.

Art. 20. Poor double strength glass may be set out for grinding at the rate of one thousand feet per four weeks per pot or place and not to exceed one thousand feet for any four weeks. Single strength shall not be set out for grinding purposes.

Art. 21. Crackled or muffled glass shall be paid for at the rate of \$1.17 per box of 100 square feet. Gatherers to receive 80% as much as blowers' wages.

Art. 22. There shall be no glass blown, gathered, flattened or cut on the following holidays: Thanksgiving, Christmas, Labor Day and Decoration Day.

Art. 23. Manufacturers shall furnish a plentiful supply of clean sawdust and shall have same placed in the blowing room conveniently. Manufacturers shall also furnish ice for drinking water, oil, soap, chalk; also must at their own cost piece blow pipes and put new handles on same.

Art. 24. Manufacturers shall pay snappers' wages and it is hereby agreed that it is the duty of blowers and gatherers to work without snappers when it is not possible for the company to secure the services of a snapper, and for such services there shall be extra compensation paid to the blower and gatherer equaling the amount paid a snapper.

It is also agreed by representatives of the National Window Glass

Workers, parties to this Wage Scale, that it shall be the duty of the blower to cap off when a snapper is not capable of so doing.

[fol. 373] Art. 25. Manufacturers shall pay all workmen weekly. Members shall be paid for the week's work not later than the following week.

Art. 26. Manufacturers shall deduct from the earnings of all members of the National Window Glass Workers working for them, two (2%) percent of the amount earned for dues to the National Window Glass Workers and shall within ten days after each and every settlement, present check for the full amount to the Chief Preceptor, payable to the Secretary of the National Window Glass Workers, together with the names, amounts earned and the amount paid by each member during said period, same to be forwarded by the Chief Preceptor to the National Secretary. No debt of any kind that a member contracts shall prevent the deduction of this two (2%) percent and any Manufacturer who overpays or fails to deduct and forward said money for dues shall be liable to the National Window Glass Workers for the payment of same whether the member has anything due him or not. This also applies to entire earnings of Boss Cutter and Boss Flatteners. All bills to be presented weekly with the amount earned. Said bills to have the amount of glass cut in each bracket and the amount of A and B.

Art. 27. The Manufacturer shall deduct money from members' wages when notified to do so by the President, Secretary, Chief Preceptor or Executive Board Member and the National Window Glass Workers shall collect from its members money or transportation advanced to its members by any manufacturer provided the member signs an order and continues to work at his trade.

Art. 28. In case disputes arise concerning poor glass, the blower and gatherer shall be required to work at list wages unless released by the Manager or Chief Preceptor, except that this shall not apply to [fol. 374] stony glass in which case the Manufacturer shall pay an average day's wages if he insists on having the glass worked. The gatherer and flattener shall receive the same proportionate guaranty as the blowers' guaranty. When a general guaranty is given at any plant to protect the blower, gatherer and flattener from poor glass, it shall be made by the Chief Preceptor and Local Council subject to ratification by the President or Executive Board. Should such guaranteed glass amount to more than the specified guaranty, the blower, gatherer and flattener shall receive the benefit of the full amount of such excess. Should such guaranteed glass amount to less than the specified guaranty, the cutter shall receive the same relative increase as provided for the blower, gatherer and flattener.

Art. 29. Forty (40) hours shall constitute a week's work for the blowers and gatherers. The following system may be adopted when local so decide: In order to do away with the four o'clock shift on Saturday morning, the midnight shift shall produce a full day's work, the day shift starting at eight o'clock and working until twelve

noon. The four o'clock shift finishes work for the week at midnight Friday night. All work ceases on Saturday at twelve o'clock noon.

No more than five (5) hours shall be worked consecutively without at least thirty (30) minutes tempo being taken.

Art. 30. The President and Executive Board of the National Window Glass Workers shall have the privilege at any time during the operative period of this agreement to place a checker in the plant of any company in which they see fit to do so. Said checker shall have the privilege of making a record of all glass cut and packed at said plant.

[fol. 375] Art. 31. All manufacturers signing or authorizing the signing of this scale hereby agree to bind themselves to comply with the usages and working rules of the National Window Glass Workers which shall be printed for the use of both parties.

Art. 32. In case of fires being blocked or plants going out of blast, all glass must be cut up and counted off by the regular cutter and the four trades paid in full at the end of seven (7) days from the time of going out of blast.

Art. 33. All manufacturers signing this Scale hereby bind themselves and those they represent to and with the National Window Glass Workers that they will not, either by themselves or any officer, stockholder, representative or other authorized person, sign any other scale or agree to pay any other scale of wages than the scale provided herein, and for any violation of this the President of the National Window Glass Workers shall, upon being satisfied of the violation, notify the company or firm that they have cancelled this scale to such manufacturers and all members of the National Window Glass Workers employed by such manufacturers shall cease work.

Art. 34. We, the Scale Committee of the National Window Glass Workers, do hereby declare that we represent each and every member of the National Window Glass Workers and that we have been given full authority by all of said members to sign this scale and each manufacturer signing or authorizing the signing of this scale thereby recognizes the said Scale Committee and acknowledges its authority to so sign.

[fol. 376]

Section II

Rules for Working—Manufacturers

Art. 1. A monthly statement of production giving the amount of glass cut in each bracket and quality of glass shall be forwarded by each manufacturer to the Secretary of the National Window Glass Workers not later than seven (7) days after the end of the working week of each month. Forms on which the entries are to be made shall be furnished by the Secretary of the National Window Glass Workers to each company.

Art. 2. Manufacturers shall employ regular skimmers for both day and night shifts on each tank to do all necessary skimming. Gatherers shall be permitted to skim at the beginning of the shift and at tempo.

Art. 3. Weekly payment of wages shall be made when the respective shifts cease work for the week.

Art. 4. No Chief Preceptor, Executive Officer, Scale Committeeman or Trustee shall be discharged during the blast, except for wilfully neglecting his work or incompetency, which shall be proven to the satisfaction of the Local Council.

Art. 5. Any company hiring a member and said member, upon arrival and reporting for duty, finding no vacancy existing or plant not ready to operate as per notification, shall pay said member at the rate of \$20.00 per week until place is vacant or plant in operation, or, at the option of the member, said company shall defray all expenses incurred by said member from the time he left his home or place of starting until his return to destination.

Art. 6. Any manufacturer introducing into his flattening house, [fol. 377] blow furnace, tanks or pots, new inventions or supposed improvements, shall, so long as said improvements continue to be an experiment or until it shall have been demonstrated that it shall not be a loss to the workmen, pay a guarantee to all workmen whose work may be affected by said machine or inventions. Said guarantee shall consist of so much per box and every six and one-half ($6\frac{1}{2}$) rollers to constitute a box of S.S. and the number of rollers according to the regular list to constitute a box of D.S. Said guarantee to be arranged between the Manager of the said works and the President of the National Window Glass Workers, subject to ratification of the Executive Board.

Art. 7. No member of the National Window Glass Workers shall be denied the right to enter any factory, flattening house or cutting room where the National Scale is in force. This not to apply to men under the influence of strong drink, sleeping in factories or using abusive language.

Section III

General Working Rules

Art. 1. The following working rules shall govern both Manufacturers and members of the Association on and after the signing of what is known as the Wage Scale.

Art. 2. In all cases except in cases of wilful neglect of work when immediate discharge may follow, seven (7) days' notice shall be given before discharging any workman except that a two weeks' notice shall be given by both manufacturers and workmen in case of discharging or quitting a place previous to commencement of blast. Any workman desiring to quit a place shall be required to give

seven (7) days' notice and to faithfully work out same unless [fol. 378] leased by his employer. Notice to quit a place to be made must be given in writing to the Chief Preceptor, this to apply alike to employers and men. Transfer cards are to be signed by the Chief Preceptor and the Manager for the company. These provisions apply to all members of the National Window Glass Workers and all manufacturers signing this Wage Scale. When spare men are employed, the terms of the agreement entered into between the spare workman and the Manufacturer are to be made known to the Chief Preceptor. In all cases where spare men are engaged by definite contract, the terms of which are made known to the Chief Preceptor, seven (7) days' notice given by either party concerned shall terminate the contract.

Art. 3. When a member leaves a factory either by discharge, release by Manager, or after having worked out his week's notice, the Chief Preceptor shall notify the Manager or firm that the member's wages are due immediately or in no case later than seven (7) days after the expiration of notice or dismissal.

Art. 4. Blowers and gatherers are not permitted to work two successive shifts. Spare men are permitted to work forty (40) hours per week and may work two successive shifts provided they do not work a number of hours exceeding the number worked by the regular shift.

Art. 5. No member shall gather or blow before twelve o'clock midnight Sunday.

Art. 6. No member of this Association shall pay for the piecing or repairing of pipes or tools at any time and the manufacturer shall also furnish pipe handles and have them put on. A rental charge not to exceed 25 cents per week may be made when manufacturers furnish a full set of blow pipes.

[fol. 379] Art. 7. Gatherers and blowers working spare glass shall mark it spare and have it kept separate.

Art. 8. All companies engaging a spare man will have him mark his glass when gathering the same as when blowing and not pay in average blowing.

Art. 9. Manufacturers shall furnish blackboards or slates to their tenders and shove-in boys on which shall be kept an account of all glass which bursts in the oven and number of pieces coming off the lehr.

Art. 10. No two blowers or gatherers shall be allowed to work in the same place on the same shift except as helpers, unless in case of accident to a ring such as is caused by iron falling into the tank. Two gatherers may be allowed to work in the same place provided the change is acceptable to the blower and gatherer regularly hired in such place.

Art. 11. A list of all fines imposed shall be handed into the office of the company by the Chief Preceptor and the amount deducted from such workmen's accounts at the next settlement.

Art. 12. A blower or gatherer working at single strength making thickness of less than eleven to the inch shall be fined five dollars (\$5.00) for each and every offense.

Art. 13. Members will not be allowed to work with anyone not a member of the Association. This, however, does not apply to discharged apprentice.

Art. 14. Any blower or gatherer making more grinders than provided for by law or any cutter cutting or setting out more stock sheets or grinders than provided by law shall be fined not less than five dollars (\$5.00) for the first offense and ten dollars (\$10.00) for each succeeding offense.

[fol. 380] Art. 15. No blower shall be allowed to let snappers open, swing or put rollers on the crane. Anyone violating this law shall be fined at the discretion of the Local Council. This shall also apply to snappers carrying lump to cooling tub.

Art. 16. Snappers shall not be allowed to gather on ring irons for the purpose of filling thread pots or glazing blocks or to make trinkets. This does not apply to snappers gathering threads during the blowing.

Art. 17. Blowers and gatherers shall be compensated at the rate of five dollars (\$5.00) per week for two weeks, the amount to be shared in any manner agreed upon by the blower and gatherer, for teaching a snapper who is not competent. Where it is not possible to secure the services of a snapper, blowers and gatherers shall work without snappers and shall receive snappers' pay.

Art. 18. No member or local, when a difficulty arises shall have the right to cease work or pull pipes without the authority or permission of the National President or Executive Board through the local Council.

Art. 19. Where breakage of glass occurs through fault in construction of flattening oven, or breaking of dip frames, blowers, gatherers and flatteners shall be reimbursed and receive an average of pay for all glass broken.

Art. 20. A thorough investigation of the methods of any company shall be undertaken when charges are made by the Chief Preceptor, or Council, that members are not receiving proper amount of boxes or wages. Any member assisting in the investigation shall be properly protected by the Organization.

Flatteners

Art. 1. Twelve pots shall be the limit for any one flattening oven.

Art. 2. Where Boss Flatteners are employed they shall be members of the National Window Glass Workers. Boss Flatteners are not permitted to discharge members of the National Window Glass Workers. Notice to be valid must be handed to the Chief Preceptor by the Manager. The Chief Preceptor will place the notice in the hands of the member affected.

Art. 3. Where twelve pots are flattened in any oven, three flatteners shall be employed on said oven.

Art. 4. No flattener shall be employed more than eight hours unless in case of emergency.

Art. 5. No flattener shall flatten for more than four blowers unless in case of actual emergency.

Art. 6. No glass shall be flattened between the hours of 6:00 P. M. Saturday and 6:00 P. M. Sunday night, unless in case of actual emergency which shall be determined by the Chief Preceptor in consultation with the Preceptor of the flattening department and the management of the plant.

Art. 7. Company shall furnish stickers for shove boys and lehr tenders. Flatteners are required to watch glass flattened and to check up from the reports made by the shove boys and lehr tenders in order that he will have accurate knowledge of the number of sheets and pieces taken off the lehr and the number of rollers bursting in the stick-hole.

[fol. 382] Art. 8. No one other than an apprentice shall be allowed to lay out unless the oven is larger than a four-stone. Any flattener violating this law shall be fined twenty-five (\$25.00) dollars.

Art. 9. Flatteners shall not saw or cut the rounds off logs or scantlings to prepare blocks. A supply of flattening blocks shall be placed before each oven.

Art. 10. No flattener shall be allowed to pay any part of layer-out wages or any help that may be employed about the flattening house.

Art. 11. Flatteners are permitted to assist in setting flattening stones, building fire boxes or mantels or anything pertaining thereto, provided the flattener receives satisfactory compensation.

Art. 12. Flatteners shall not be allowed to rub flattening stones.

Section V

Cutters

Art. 1. No cutter shall be allowed to cut more than three (3) pots of single strength and three (3) pots of double strength.

Art. 2. Each cutter shall assort his own glass, count off the same and credit to the blower, gatherer and flattener, and the cutter shall give the blower, gatherer and flattener a weekly account of glass cut and shall also place slips giving number of blower's place, which will state number of boxes cut and bracket in which they are booked after having been counted off.

Art. 3. No cutter shall work while the fire is out filling orders from glass set out in the sheet for weekly wages when such wages would be [fol. 383] exceeded in amount if the glass cut were paid for according to the regular price per box as fixed in the Articles of Agreement between this Association and the Manufacturers.

Art. 4. Cutters setting out glass in stock sheets shall be guided by Article 18 of Section 1 of this Wage Scale.

Art. 5. Each manufacturer shall employ a Boss Cutter, said Boss Cutter to be a member of the National Window Glass Workers, and he shall divide and distribute the orders among the cutters. Boss Cutters shall not have authority to discharge members. Notices to be given must be given to the Chief Preceptor by the manager. Chief Preceptors will place notices in hands of members affected.

Art. 6. All fractional sizes shall be counted to the full inch above.

Art. 7. No cutter shall be allowed to accept less than the regular price per box for cutting on account of the employment of an assorter.

Art. 8. All glass must be flattened and cut weekly, except in cases of events breaking down or other unavoidable circumstances.

Art. 9. Cutters, when squaring up glass in sheets and standing them out, shall book the same according to the wage agreement, and any cutter violating this law shall be fined twenty-five dollars (\$25.00) for the first offense, and fifty dollars (\$50.00) for the second offense, and any member found guilty of a third offense shall be suspended from the Association.

Art. 10. Cutters shall not be allowed to work on Sundays, subject to a fine of five dollars (\$5.00) for each and every offense.

[fol. 384] Art. 11. All stock sheets must be handled by the cutter who shall receive full price for doing same.

Art. 12. Cutters shall not cut or book more than one blowers' glass at any one time.

Art. 13. Cutters shall not carry spare glass into their stalls to cut. The company shall bear the expense of such transfer.

Art. 14. The manufacturer shall furnish oil and chalk for cutters.

Art. 15. Cutters shall not be allowed to cut glass in any size and book same to the company and themselves. For violation of this law a fine of twenty-five dollars (\$25.00) shall be imposed for the first offense, fifty dollars (\$50.00) for the second offense and suspension from the Association for the third offense.

Addenda

Glass Specialties

Colored and White Crystal Balls—

\$23 per ball.

Gatherers shall receive 80% as much as blower.

Thin Glass—

\$1.73 for 7 rollers.

Gatherers shall receive 80% as much as blower.

Flatteners shall receive 27% as much as blower.

Double Strength—Size 40x52—

\$2.21 for 7 rollers.

Gatherers shall receive 80% as much as blowers.

[fol. 385] Flatteners shall receive 27% as much as blower.

Manufacturers' Wage Committee: Frank Bastin, Chairman. Wm. Smith, Secretary H. R. Hilton. J. B. Scohy. Chas. H. Harding. Wm. S. Phillips. H. L. Evers. Armor Loriaux. National Window Glass Workers' Wage Committee: J. M. Siemer, President. Thos. Reynolds, Secretary. Arthur Pierce. Marion Clark. Geo. Rozzell. Edgar Robinson. Thomas Gray. Arthur Wittebort. Luther De Laney. Harry C. Parker, Sr.

[fol. 386] PLAINTIFF'S EXHIBIT No. 5 IN EVIDENCE

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National Window Glass Workers

Headquarters, 1103 Ulmer Building, Cleveland, Ohio

Minutes of Executive Board Meeting Held at Cleveland, Ohio, April 1, 1922

The meeting came to order at 2:30 P. M. with President Siemer in the chair and the following members present: George Walker and Geo. Berger, cutters; Geo. B. Leonard and Forest Campbell, gatherers; Herbert Thomas and Herman Becker, flatteners; Wm. C. Wei and J. G. Montross, blowers; Joe Slight, treasurer.

Our attorney, I. L. Broadwin, who is representing the Association in the indictment that was filed against ex-President Neenan in New York, appeared before the Executive Board and made a detailed ex-

planation concerning the indictment. After Mr. Broadwin's explanation, the Board felt optimistic of the outcome of the trial and were very favorably impressed with Mr. Broadwin.

Following is the vote cast in the election of national officers held during the month of March. At this juncture President Siemer asked Brother Leonard to take the chair and the tellers announced the following results:

President

	Total votes cast
John M. Siemer, Cleveland, O., Blower, Elected.....	1,248
Wm. Springer, Independence, Kans., Blower.....	255
Herbert Thomas, Sandusky, O., Flattener.....	220
Abe Thomas, Pennsboro, W. Va., Blower.....	39
J. G. Montroes, Utica, O., Blower.....	310
J. J. Reid, Caney, Kans., Blower.....	138

J. M. Siemer having received the majority of all votes cast was declared elected for the ensuing term by Brother Leonard. President Siemer then took the chair.

Secretary

	Total votes cast
Thos. Reynolds, Cleveland, O., Blower, Elected.....	1,568
Frank Rydberg, Vincennes, Ind., Gatherer.....	146
Devid D. Fox, West Union, W. Va., Blower.....	80
Julie Scohy, Sistersville, W. Va., Blower.....	101
Daniel L. Stites, Sistersville, W. Va., Gatherer.....	47
Forest Campbell, Pennsboro, W. Va., Gatherer.....	223

Thomas Reynolds having received the majority of all votes cast was declared elected by President Siemer for the ensuing term.

Treasurer

	Total votes cast
Joseph Slight, Pennsboro, W. V., Blower, First.....	984
Fred Hamm, Salem, W. Va., Blower.....	136
John Shaughnessy, West Union, W. Va., Blower.....	179
George Connell, Maumee, O., Gatherer, Second.....	273
Billie Archer, Fort Smith, Ark., Blower.....	189
David Baes, Jr., Utica, O., Blower.....	99
C. W. Lawrence, Masontown, Pa., Blower.....	140
Lyle Billitter, Lovell, Wyo., Blower.....	100

As there was no election, the names of Jos. Slight and George Connell, who received the highest number of votes cast, will appear on the second ballot.

Trustee

	Total votes cast
Robert Tabron, Fort Smith, Ark., Blower, First.....	328
Chris Gibson, Fort Smith, Ark., Blower.....	63
Camile Biron, Augusta, Kans., Blower.....	156
Len Marts, Fort Smith, Ark., Blower.....	114
Geo. Barido, West Union, W. Va., Blower.....	170
Bert Bishop, Fort Smith, Ark., Blower.....	40
Arthur D. Marsh, Vincennes, Ind., Blower.....	48
Wm. J. Barth, Clarksburg, W. Va., Blower.....	164
Wm. Bonneaux, Sistersville, W. Va., Gatherer.....	121
Arthur Legros, Maumee, Ohio, Blower.....	162
Adolph Stenger, Clarksburg, W. Va., Blower, Second.....	248
Roy M. Lewis, Port Allegany, Pa., Blower.....	86
Fred (Flicker) Somers, Utica, O., Blower.....	191
Allen Atkinson, Sandusky, O., Blower.....	178
James Shelby, Sistersville, W. Va., Blower.....	41

As there was no election, the names of Robert Tabron and Adolph Stenger, who received the highest number of votes, will appear on the second ballot.

Executive Board—Blower

	Total votes cast
William C. Weil, Augusta, Kans., Blower, First.....	214
William Jakeway, Masontown, Pa., Blower.....	110
Fred (Happy) Mayeur, Salem, W. Va., Blower, Second.....	197
C. C. Martin, Torrance, Calif., Blower.....	62
Harvey Fulton, Huntington, W. Va., Blower.....	36
J. Byrnes, Caney, Kans., Blower.....	36
Joseph Kent, Fort Smith, Ark., Blower.....	113
August Ashton, Pennsboro, W. Va., Blower.....	32
Geo. Ernst, Pennsboro, W. Va., Blower.....	68
Aug. Toruney, Clarksburg, W. Va., Blower.....	38
[fol. 387] Wm. Cunningham, Augusta, Kans., Blower.....	31
Clarence Reeves, Lovell, Wyo., Blower.....	20
Frank Botte, Maumee, O., Blower.....	56
Jas. A. Eberhardt, Pt. Marion Pa., Blower.....	68
Wm. Bennett, Shreveport, La., Blower.....	28
John Weaver, Sandusky, O., Blower.....	121
A. Wazelle, Jr., Punxsutawney, Pa., Blower.....	112
Kelsey Hunt, Fort Smith, Ark., Blower.....	27
Fred Vandergrift, Lovell, Wyo., Blower.....	121
Joseph Suan, Clarksburg, W. Va., Blower.....	16
Wm. (Grubsey) Bennett, Clarksburg, W. Va., Blower.....	83
Plinn Stout, Utica, Ohio, Blower.....	26
Jos. Ruppert, West Union, W. Va., Blower.....	46
John Hipchen, Masontown, Pa., Blower.....	24
Wm. Haus, Sistersville, W. Va., Blower.....	18
Arthur Drake, Fort Smith, Ark., Blower.....	27
Albert Miller, Marietta, O., Blower.....	41

As there was no election, the names of Wm. C. Weil and Fred (Happy) Mayeur, who received the highest number of votes, will appear on the second ballot.

Executive Board—Gatherer

	Total votes cast
George B. Leonard, Pt. Marion, Pa., Gatherer, First.....	207
Henry Jones, West Union, W. Va., Gatherer.....	76
L. J. LeChien, Pt. Marion, Pa., Gatherer.....	61
Noah Billitter, Marietta, O., Gatherer.....	40
Charles Grau, Torrance, Calif., Gatherer.....	42
Chas. Brigode, Pennsboro, W. Va., Gatherer, Second.....	104
George Candish, Pennsboro, W. Va., Gatherer.....	93
Joseph Tipper, Jr., Utica, O., Gatherer.....	87
Al. Zellers, Independence, Kans., Gatherer.....	100
John McCann, Charleston, W. Va., Gatherer.....	48
J. C. Tamenne, Pt. Marion, Pa., Gatherer.....	19
G. S. Anderson, Fort Smith, Ark., Gatherer.....	44
Mose Bell, Shreveport, La., Gatherer.....	36
Edgar Baes, Maumee, O., Gatherer.....	27
Fernand Fenzie, Punxsutawney, Pa., Gatherer.....	55
John Morgan, Maumee, O., Gatherer.....	34
Thos. Gilboy, Salem, W. Va., Gatherer.....	20
F. A. Leafgreen, Ft. Smith, Ark., Gatherer.....	65
Oscar Kulp, West Union, W. Va., Gatherer.....	19
John Stopper, Ft. Smith, Ark., Gatherer.....	26
Phillip Solm, Sistersville, W. Va., Gatherer.....	23
A. Smith, Torrance, Calif., Gatherer.....	3
Frank (Doc) Seibert, Marietta, O., Gatherer.....	13
Russell Todd, Port Allegany, Pa., Gatherer.....	39
Geo. F. Gregoire, Clarksburg, W. Va., Gatherer.....	45
Robert Dixon, Augusta, Kans., Gatherer.....	21
Aramis Dandoy, Shreveport, La., Gatherer.....	22
Ralph Lunn, Shinglehouse, Pa., Gatherer.....	11
Robert Hart, Sistersville, W. Va., Gatherer.....	18

As there was no election, the names of George Leonard and Chas. Brigode, who received the highest number of votes, will appear on the second ballot.

Wage Committee—Blower

	Total votes cast
Gaspard Richards, Marietta, O., Blower, First.....	272
Arthur Pierce, Sistersville, W. Va., Blower, Second.....	194
Jos. Purcell, Fort Smith, Ark., Blower.....	192
Chas. Cliff, Pennsboro, W. Va., Blower.....	60
Matt Riddle, Independence, Kans., Blower.....	81
Fred Wilson, Augusta, Kans., Blower.....	16
Earl Brigode, Clarksburg, W. Va., Blower.....	71
Philip Theibert, Clarksburg, W. Va., Blower.....	29
Frank Holsinger, Clarksburg, W. Va., Blower.....	47
Stanley Cox, Caney, Kans., Blower.....	79
Casper Kopp, Punxsutawney, Pa., Blower.....	76
John McKenney, Clarksburg, W. Va., Blower.....	28
Roy Hoffman, Fort Smith, Ark., Blower.....	29
Harry Thomas, Maumee, O., Blower.....	44
Joe. Parish, Port Allegany, Pa., Blower.....	53
Charles Buck, Port Allegany, Pa., Blower.....	52
Andy Dixon, Fort Smith, Ark., Blower.....	37
Henry Reitz, Shreveport, La., Blower.....	37
Ralph Heathcote, Jr., Pt. Marion, Pa., Blower.....	61
Wm. H. Clarke, Masontown, Pa., Blower.....	30
Wm. Barido, Charleston, W. Va., Blower.....	151
Bert Neipling, Pt. Marion, Pa., Blower.....	71
Festus J. Barry, Mannington, W. Va., Blower.....	23

As there was no election, the names of Gaspard Richards and Arthur Pierce, who received the highest number of votes, will appear on the second ballot.

Wage Committee—Gatherer

	Total votes cast
Marion Clark, Independence, Kans., Gatherer, First	188
M. (Puggy) Ames, Masontown, Pa., Gatherer	138
Steve Fowler, Fort Smith, Ark., Gatherer	85
Harry (Jess) Corwin, Ft. Smith, Ark., Gatherer	138
Martin (Mattie) Byrnes, Shreveport, La., Gatherer	29
"Bunney" Eate, Pennsboro, W. Va., Gatherer	65
A. Armstrong, Pennsboro, W. Va., Gatherer	55
Alphonse Vilain, Pennsboro, W. Va., Gatherer	111
C. (Cracker) Albright, Utica, O., Gatherer	118
Jerome Neipling, Pt. Marion, Pa., Gatherer	97
Nst King, Torrance, Calif., Gatherer	39
Eugene Guignet, Punxsutawney, Pa., Gatherer	120
Joseph Gettinger, West Union, W. Va., Gatherer, Second	154
Lincoln Winner, Augusta, Kans., Gatherer	41
Frank Laurent, Salem, W. Va., Gatherer	74
Robert Scott, Fort Smith, Ark., Gatherer	34
Charles Rettig, Mannington, W. Va., Gatherer	47
Calvin Westcott, Ft. Smith, Ark., Gatherer	33
E. J. Earling, Caney, Kans., Gatherer	102
J. E. Dixon, Huntington, W. Va., Gatherer	29
Gerald Fauls, Shinglehouse, Pa., Gatherer	46

As there was no election, the names of Marion Clark and Jos. Gettinger, who received the highest number of votes, will appear on the second ballot.

Executive Board—Flatteners

	Total votes cast
Herman Becker, Clarksburg, W. Va., Flattener, First	82
Richard Craner, Huntington, W. Va., Flattener	15
Arthur Stansfield, Mannington, W. Va., Flattener, Second	25
Richard T. Ashcroft, Caney, Kans., Flattener	18
Ted Jones, Maumee, O., Flattener	13
Ivan Johnson, Augusta, Kans., Flattener	7
Art Pitser, Sandusky, O., Flattener	6
Ben Maze, Lovell, Wyo., Flattener	5
Chas. Modlin, Torrance, Calif., Flattener	4

As there was no election, the names of Herman Becker and Arthur Stansfield, who received the highest number of votes, will appear on the second ballot.

Wage Committee—Flattener

	Total votes cast
Benj. Lowe, Utica, O., Flattener, First.....	54
[fol. 388] L. R. Sayers, Shinglehouse, Pa., Flattener, Second.....	39
Jules Mauriot Huntington, W. Va., Flattener.....	11
Frank Bartholemey, Punxsutawney, Pa., Flattener, Third.....	32
Ed. Rummell, Maumee, O., Flattener.....	7
James, Brady, Independence, Kans., Flattener, Fourth.....	32
Walter Finch, Masontown, Pa., Flattener.....	22
Eugene Detienne, Caney, Kans., Flattener.....	15
Arthur Wittebort, Pennsboro, W. Va., Flattener.....	24

As there was no election and as there are two to be elected for the office, the names of Benj. Lowe, L. R. Sayers, Frank Bartholemey and James Brady, who received the highest number of votes, will appear on the second ballot.

Executive Board—Cutter

	Total votes cast
George Walker, West Union, W. Va., Cutter, First.....	121
Charles Moine, Clarksburg, W. Va., Cutter.....	25
John McIntire, Ft. Smith, Ark., Cutter.....	16
Raymond Du Bois, Punxsutawney, Pa., Cutter, Second.....	44
P. Grapevine, Charleston, W. Va., Cutter.....	9
Ben Norcross, Shreveport, La., Cutter.....	41

As there was no election, the names of George Walker and Raymond Du Bois, who received the highest number of votes, will appear on the second ballot.

Wage Committee—Cutter

	Total votes cast
Thomas Gray, Fort Smith, Ark., Cutter, First.....	111
Clarence Penn, Fort Smith, Ark., Cutter.....	11
J. Ed. Ames, Independence, Kans., Cutter, Fourth.....	35
H. C. Parker, Sr., Sandusky, O., Cutter, Third.....	58
Geo. Kinsley, Port Allegany, Pa., Cutter.....	28
James Landgraff, Lovell, Wyo., Cutter.....	32
Leon A. Andre, Punxsutawney, Pa., Cutter, Second.....	78

As there was no election and as there are two to be elected for the office, the names of Thomas Gray, Leon A. Andre, H. C. Parker, Sr., and J. Ed. Ames, who received the highest number of votes, will appear on the second ballot.

J. G. Montress (B.), Forest Campbell (G.), Herbert Thomas (F.), George Berger (C.), Tellier.

The Second Ballot will be held on April 22nd or 23rd, whichever day is most suitable to the local.

Following is the tabulated vote on the Clarksburg Resolution:

Clarksburg Resolution

Specifying that Wage Committee make effort at next Wage Conference to secure for single strength gatherer 80% of blowers' gross earnings

	Blowers		Flatteners		Cutters		Totals	
	For	Against	For	Against	For	Against	For	Against
Alleghany	16	4	5	1	7	1	28	6
Big Horn....	15	1	8	0	4	0	22	1
Clarkb'g	32	4	1	7	7	0	40	11
Cassellly ....	..	..	..	..	..	..	..	..
Crescent	20	2	1	0	0	0	21	2
Dunkirk	35	1	4	0	10	0	49	1
Eldred	27	6	8	0	15	0	50	6
Erie	30	3	3	5	7	4	40	12
Harding	30	7	3	3	11	3	44	13
Hause	17	5	6	0	8	2	31	7
Neal	8	0	1	0	2	0	11	0
Indiana	21	3	5	1	3	5	29	9
Jeanette	27	6	5	3	6	5	38	14
Liberty	31	3	6	0	10	2	47	5
Licking	18	0	3	0	4	0	20	0
Marion ....	..	..	..	..	..	..	..	..
Mason't'n	33	4	9	1	13	2	55	7
Model	22	5	4	0	6	1	32	6
Modern	41	8	8	1	11	3	60	7
Osgo	17	1	2	0	1	0	20	1
National ....	..	..	..	..	..	..	..	..
Norwood	28	6	2	3	8	2	39	11
Param't	37	4	5	0	7	1	49	5
Pioneer	28	3	6	2	1	0	35	5
Premier	62	2	4	1	10	0	66	3
Royal	15	5	4	0	3	0	22	5
Sacky	19	8	3	0	6	1	26	2
Superior	21	0	4	1	8	0	33	1
Torrance	38	0	12	0	14	0	64	0
Victory	21	2	5	0	10	0	36	2
	694	88	122	29	102	32	1,008	149

Herbert Thomas, Geo. Berger, J. G. Montross, F. S. Campbell, Tellers.

The resolution was declared carried, as the blowers, flatteners and cutters all voted in favor of it. The adoption of this resolution means that at the next wage conference all propositions must specify that 80% as much as the single strength blower's gross earnings shall be paid to the single strength gatherer.

The following resolution was read from the Premier Local, Pennsboro, W. Va.:

Premier Local Resolution

Pennsboro, W. Va., March 19, 1922.

To the President and Executive Board:

BROTHERS:

We, the members of the Premier Local, Pennsboro, W. Va., have logical reasons for believing that since the two period arrangement has been in effect, it has been the primary cause of many of our members leaving the trade, for the following reasons:

1. For a certain time each year, more men are forced away from home and family than under the one period, and by that are denied the pleasures, comforts and necessities he has provided for himself and family and in many instances, it has been the direct cause of wrecking and destroying many good homes.
- [fol. 389] 2. The expense made necessary by traveling.
3. The expense and unpleasant features in boarding and living out of a suit case.
4. In case of sickness in family or yourself, also the worry and expense in connection with same, when far away from home and those who love him and he loves most dearly.
5. The four shifts in some factories is not, and it is said, cannot be enforced, we now ask a square deal to all by rising and falling together, united we stand, divided we fall, so it behooves us to rise and fall together.

Therefore, we request that the Wage Committee at once get in communication with one another and formulate some plan to do away with the two periods and four shifts before meeting with the manufacturers to formulate another wage scale. If it is impossible to get one period, we believe if it is necessary to have two periods it should be for all factories at one time, then all can return to his loved ones once more, and the home and comforts he has provided.

Therefore, be it resolved that the Wage Committee use their best efforts to secure the one period, three shift system at their next wage conference.

Robert P. Swan, W. D. Hunter, James Ashton, G. C. Connell,
R. C. Engelhart, Thos. Burkett, Chief Preceptor.

The following resolution was read from the Model Local, Fort Smith, Ark.:

Model Local Resolution

Model Local, Fort Smith, Ark.

We, as a local assembled, do hereby petition our National Officers and Executive Board to send the following resolution out for a referendum vote.

Whereas we, members of Model Local, find that the two-period system is a detriment to all National Window Glass Workers and causes them to spend a good share of their earnings for unnecessary railroad expenditures and keeps us out of work in a time of year when it is impossible to procure other work and thereby have to spend the little money we have saved to tide us over the unemployed period and under present wage conditions it is almost impossible for members, who have to travel far, to make both ends meet under present conditions.

Whereas, this two period system was installed as a war measure and the war is over, and we feel that we ought to revert to the normal way of working, which is the one-period and three-shift system and whereas it is further agreed that all resolutions from this on be carried by a majority vote.

Be it resolved, that our National Officers and Wage Committee be instructed to use their best efforts to settle wages for the coming year and thereafter on a one-period system; working period to be effective September 1, 1922, and ending May 29, 1923, and so on during the following years, and manufacturers, who sign the scale, will work in one continuous working period unless prevented by fire, flood or other unnatural causes.

And be it further resolved, that all laws, rules and regulations conflicting with this resolution after its passage, be hereby repealed.

Committee: Rudolph Stalder, John A. Robson, J. W. Candler, John B. Collart, Chas. Clark, Robt. Tabron, Chief Preceptor.

The following resolution was read from the National Local, Shreveport, La.:

National Window Glass Workers

National Local, February 27, 1922.

National Resolution, Cedar Grove, La.

To the officers and members of the National Window Glass Workers:

The members of the National Local of Cedar Grove, La., request that the following resolution be submitted for referendum action:

Be it resolved, that on and after the passage that the President and Wage Committee be authorized to issue to any manufacturer a

wage scale to operate from October 1st to May 29th, and during the working period the three shift system be enforced.

This resolution was acted on at a regular meeting held at Old Grove, La., February 26, 1922.

(Signed by Committee) : Fred Smith, Mose Bell, Geo. Klein,
Chief Preceptor.

The following resolution was read from the Liberty Local, Clarksburg, W. Va.:

Liberty Local Resolution No. 2

Clarksburg, W. Va., March 26, 1922.

To the officers and members of the National Window Glass Workers.

BROTHERS:

Whereas, we, the members of the Liberty Local, believe that our working conditions are going from bad to worse,

And whereas, we believe a change of conditions is very necessary,

And whereas, most of the bad conditions are caused by the two working period and four shift system,

And whereas, we believe that if the two working periods are abolished that the working conditions will again be made better.

And whereas, we do not any longer believe that the greater earning power which is claimed for the two period working arrangement overcomes the extra expense and troubles that our members are put to.

[fol. 390] Therefore, be it resolved, that after the passage of this resolution that the two working periods be discontinued in the making of the next wage scale as far as the workers' organization is concerned, and that the wage scale be given to any plants that want to operate and can operate within the reasonable time of the year blast for which the scale is made. Laws conflicting with this resolution to be repealed.

This resolution acted on by the Liberty Local, March 26, 1922, at a regular meeting.

H. Bedell.

This resolution was read and unanimously concurred in by the members at a regular meeting held March 26, 1922.

A. H. Omilor, Local Preceptor. Geo. Lambillotte, Local Secretary.

It will be observed that all the above resolutions refer to the two period system of working and the Executive Board decided to send out the Premier resolution for referendum action.

The following resolution was read from the Liberty Local, Clarksburg, W. Va.:

Liberty Local Resolution No. 1

Clarksburg, W. Va., March 26, 1922.

To the officers and members of the Window Glass Workers:

BROTHERS:

Whereas, we, the workers of the Liberty Local, believe that the Hand Plant workers in the Window Glass Industry, are in a more critical condition than ever before.

And whereas, we believe special efforts should be made in formulating the next wage scale,

And whereas, we believe that the Executive Board and Wage Committee should be instructed to meet in Joint Session to prepare our Wage Committee for the next Wage Conference,

And whereas, we believe much good can be accomplished in working out laws and rules for the next Wage Scale that will make working conditions better.

And whereas, we believe it is very important to our members to know where and how the National Officers stand in the way of making the next wage scale,

And whereas, we believe a mistake was made in discontinuing the sending out of the Wage Committee Minutes,

Therefore, be it resolved, that after the passage of this resolution that the Executive Board and Wage Committee meet in Joint Session at any time after the present wage scale expires, for the purpose of preparing the Wage Committee for the next Wage Conference.

And, be it further resolved, that the proceedings of the Joint Conference, and the proceedings of the Wage Committee meetings with the Manufacturers be printed in "The National," or that Special Minutes can be made, to be sent to all Locals after the business is finished with the Manufacturers, or a Scale has been made.

And, be it further resolved, that the National Officers participating in the making of this scale place themselves on record as to what they stand for, and how they vote on the motions and questions brought before them,

And all laws conflicting with this resolution to be repealed.

This resolution acted on by the Liberty Local, March 26, 1922, at a regular meeting.

H. Becker.

This resolution was read and unanimously concurred in by the members at a regular meeting held March 26, 1922.

A. H. Omilor, Local President. Geo. Lambillotte, Local Secretary.

In acting on the above the Board decided that the resolution should be returned: first, because it is the duty of the Wage Committee to formulate wage scales; second, because a resolution which specified

that the minutes of the wage conference be printed was voted upon recently and the membership voted overwhelmingly against it; third because the cost of having this resolution printed and sent out would be approximately \$75.00 or \$80.00 and would be a useless expense because of the membership having voted against printing the minutes of the Wage Committee meetings so recently.

Adjourned at 7.15 P. M. to meet April 2nd, at 8.00 A. M.

Thomas Reynolds, Secretary.

Sunday, April 2nd.

The Board reconvened at 8.15 A. M. with President Siemer in the chair and all members present.

The following resolution was read from the Harding Local at Fort Smith, Ark.:

Harding Resolution

Fort Smith, Ark., March 7, 1922.

To the officers and members of the National Window Glass Workers' Union, Brothers, The Harding Local, Fort Smith, Arkansas, present for your consideration the following resolution:

Whereas, our organization is going through a period of reconstruction and also the trade we work at, which is the producing of window glass, we believe that the membership should be better informed, and be in closer relationship with the market condition of our product.

And, whereas we believe that our by-laws should be revised and new laws made, and different changes made in the constitution to govern and to put our organization on a more Democratic basis, and to best accomplish and bring about these changes we believe in thorough convention, and that it be a National Convention, and representatives be elected delegates from all active Locals.

Therefore, be it resolved, that the National Window Glass Workers' Union hold a National Convention in the year 1922, not later [fol. 391] than thirty days after the expiration of the second period which terminates May 22, 1922.

First. That the purpose of the convention shall be held for the transaction of all business that properly comes before it, which is for the changing and altering of our by-laws and constitution, and the making of new laws to govern our membership, and for the receiving of reports of our national officers and of delegates, the taking up of the conditions of our trade, and devising methods for our future betterment, and for better wages and working conditions, and for the purpose of making changes in the wage scale and working rule.

Second. That all candidates for national offices shall be nominated at the convention, and be voted on by referendum by the membership.

Third. All delegates must be elected by their respective locals by a majority of all votes cast, and must be a member of that local at least two months previous to election, and election to take place the last meeting in April, or the first meeting in May, 1922, and after all delegates' names from all locals are sent in to the National Secretary, which cannot be later than the 15th of May, 1922, the National Secretary will then issue credentials with the Association's seal on each credential, and this credential will entitle said elected delegate to a seat in convention.

Fourth. That all duly elected delegates will receive as compensation for attending the convention railroad car fare from his home to convention and back home, and \$5.00 per day while attending convention, that the expense of the holding of the convention shall be paid out of the national treasury.

Fifth. That each trade shall be equally represented at said convention by electing their own delegate and that not more than four delegates from any of our locals, one from each trade, shall be elected, and an alternate in case the regular elected delegate is not able to attend the convention.

Sixth. That the National President shall by virtue of his office act as chairman of the convention, and also the National Secretary by virtue of his office be secretary of the convention.

Be it further resolved, that if this resolution is voted on favorably and adopted by majority vote that the holding of a National Convention of the National Window Glass Workers Union be made an annual occasion, and become a law. That all laws in conflict with this resolution are hereby repealed.

Committee: Robert E. Drake. J. L. Marts. G. S. Anderson,
Chief Preceptor.

The Executive Board decided this resolution should be sent out for referendum with the following objections:

Objection to Convention Resolution

The above resolution was submitted last month and the Board decided to return it for the reason that it did not provide equal representation to all four trades and was therefore not in conformity with the Constitution and Amalgamation agreement. The local again submits the Resolution with the above objection eliminated. Therefore, upon motion the Board decided to submit the resolution in the form presented and to take advantage of their privilege to submit their objection to the passage of same.

The Executive Board wishes to go on record as being heartily in favor with the views expressed in the preamble of the resolution; namely, "We believe our By-Laws should be revised and new laws made and changes made in the Constitution to govern and put our organization on a more democratic basis." However, the Board

cannot agree that a convention held under the regulations named in the resolution would be advantageous at this time for the following reasons:

First. There is no provision made for the participation of National Officers in proposed convention.

Second. The resolution does not specify whether only locals working the second period shall send delegates or whether locals operating in both periods shall be given representation.

Third. It is not agreed that the clause providing for nomination of National Officers at convention is good policy as it does not give members who are not delegates equal opportunity of nomination.

The Executive Board does not believe it advantageous to hold a convention previous to the disposition of the court proceedings at New York as it is entirely possible it will be necessary to effect a complete re-organization in conformity with decisions laid down by the Supreme Court and it would be folly to go to the enormous expense a convention would involve with the possibility of having the whole proceedings "bowled over" by court decisions.

For the above reasons we recommend that this resolution be defeated.

Geo. B. Leonard, Herman Becker, George Berger, J. G. Monross, Committee.

The following resolution was read from the Torrance Local, Torrance, Calif.:

Torrance Resolution

Torrance, Calif., March 18, 1922.

To the President and Executive Board.

BROTHERS:

We, the members of the Torrance Local, believing that the present wage scale, insofar as the quality list is concerned, is not beneficial to the workers, in that the percentage of A and AA glass cut is so small that it could well be eliminated from the wage scale; therefore,

Be it resolved, that the wage-committee use their best effort in formulating a wage scale that will give us a straight list, so much per box, as a better means of protection for the members of our trade.

Charles C. Gran, Benjamin Olsen, Ted. Thompson, Committee.

As this is a question for the Wage Committee, the Executive Board decided that the matter will be referred to the Wage Committee [fol. 392] its first conference.

Brother Wm. C. Weil reported that the members at Independence, Kans., were determined to enter suit against the National Sash & Door Company of that city because of its ceasing operation without giving the members notice and Brother Weil recommended that the

organization finance the suit the members wished to enter against the company with the understanding that B. D. Hart should stay there and attend to matters pertaining to the case and be paid a fair remuneration. The Executive Board in acting on this question decided that the recommendation of Brother Weil could not be adopted because it has been customary for all plants to cease operation whenever it saw fit without giving the members notice and there is no clause in our Wage Scale specifying that companies must give our members notice when they wish to cease operation. The Executive Board feels that in such a suit we would have no standing in court because we do not have a clause of this kind in our Wage Scale and no court would decide that a plant must continue in operation when economic conditions will not permit it to do so. For these reasons the Executive Board rejected the recommendations of Brother Weil.

A petition was read from the Modern Local, Salem, W. Va., requesting that Charles Bolle, who is a foreign workman, be permitted to work spare whenever a blower is needed. This request was refused because our By-Laws specify that no foreign workman can become a member of our Association until he is a citizen of the United States.

A letter was read from J. B. Criner, manager of the Illinois Window Glass Co., Danville, Ill., requesting that he be paid the \$50.00 that is being paid to members in good standing in accordance with the Twin City Resolution. The Executive Board decided that Section 1, Article 5, of our By-Laws plainly states that any member who accepts a position as manager is not permitted to retain active membership in the Association and, therefore, the Board rules that Mr. Criner is not entitled to the \$50.00.

A letter was read from Henry Mayer of Salem, W. Va., requesting that he be paid the \$50.00 that is being paid to members in good standing in accordance with the Twin City Resolution. Our records show that Brother Mayer was granted permission to learn the trade of cutting at which time he relinquished all claims against the Association for death benefits, etc., until he becomes a cutter member of the Association. Because of Brother Mayer having relinquished his claims against the Association, the Board ruled that he is not entitled to the \$50.00.

A letter was read from Leon Brasseur, Sr., of Lovell, Wyo., in which he requests that he be exempt from paying the \$25.00 reinstatement fee charged members for working at machine plants. This request was refused:

A letter was read from the cutters and flatteners of the Crescent Local, Weston, W. Va., requesting that the payments they have made on their reinstatement fees for having worked at machine plant, be returned to them. In acting on the above question the Executive Board decided their request could not be complied with as our By-Laws specify that when members accept employment where the scale of the National Window Glass Workers is not in effect they can only receive reinstatement by making payment of an amount of money as the said amount to be determined by the President and Executive Board and in their judgment shall be in accordance with the gravity

of the offense committed. This law was placed in effect by referendum action of our members and the cutters and flatteners at Weston were parties to this law and for this reason their request is refused.

A letter was read from Chief Preceptor A. H. Omlor of the Liberty Local, Clarksburg, W. Va., with which he encloses declaration of intention papers of Rene Baudoux which gives evidence that he arrived in this country in February, 1921. Brother Omlor also submits the following statement signed by W. L. Sutton, mayor of Summersville, W. Va., dated Nov. 13th, 1920.

To Whom It May Concern:

Mr. Henry Quinet, Sr. appeared before me and certifies that his nephew Rene Baudoux has resided with him during the years of 1911 and 1912, and that if Rene Baudoux comes to this country he will not become a dependent.

You will note from the above statement that Henry Quinet, Sr. states that if Rene Baudoux comes to this country he will not be a dependent. This does not prove that Rene Baudoux arrived in this country in 1912, but Brother Omlor states that Rene Baudoux has been in this country ten years. If this statement is correct, he could have been admitted to membership in the National five years ago and, because of his declaration of intention papers showing that he arrived here in February, 1921, he cannot be admitted to membership in the Organization because he has not been in this country five years and is not a citizen of the United States.

Recently we received a letter from Secretary Jos. Fortune of the Cutters' and Flatteners' Association of America in which he asks whether or not Nelson Taylor was a cutter apprentice of our Association. Our records show that papers were granted to Robert Boles to teach Nelson Taylor the trade of cutting April 5, 1919. Secretary Fortune advises that papers were granted to W. H. Fox in their Association Nov. 6, 1920, to teach Nelson Taylor the trade of cutting so this boy has papers out in both organizations. The Executive Board therefore decides that the papers in our Association should be cancelled.

A letter was read from Rene A. De Hon, former chief preceptor of the Connelly Local, Caney, Kans., with which he encloses petition signed by the cutter and flattener members of that local requesting that papers granted to Emile Blade Dec. 5, 1915, to learn the trade of gathering be transferred to the flattening department. Brother De Hon also suggests that the papers be transferred to Brother Ernest Tourney, flattener, because of his age. The Executive Board refused this request but they wish the members at Caney to know that if they know of any flattener apprentice who will make an exchange with the gatherer apprentice, they will be glad to give the matter consideration.

[fol. 393] A letter was read from Fred Daugneaux in which he requests that the \$25.00 deposited as an evidence of good faith to have his papers reinstated be returned to him. The Executive Board de-

cided that his request could not be complied with but when he becomes a practical workman he can be admitted to membership in the Association and the \$25.00 will apply on his initiation fee.

A letter was read from John L. Moe, Secretary of National Local, Shreveport, La., in which he advises that at a meeting of that local held March 12th, the members decided to ask the Executive Board to reconsider their action in the case of Albert Bailey, whose papers were cancelled. Brother Moe also enclosed letters from W. P. Brookman, Victor Woodward, John Sutton and Louis Mottet requesting that the papers of Albert Bailey be again placed in effect. The Executive Board decided they could not reconsider their action because when Brother Hann asked to have these papers cancelled, he brought the matter to the attention of the Independence, Kans., Local and no objections were offered.

A letter was read from Adolph Wazelle, Chief Preceptor of the Eldred Local, Punxsutawney, Pa., with which he encloses papers granted to George Labenne to teach Leon Labenne the trade of cutting May 2, 1914, and papers granted to Antoine Wazelle to teach Jules Wazelle the trade of gathering March 4, 1922, and also petition from the cutter members of the Eldred Local requesting that an exchange be made whereby the papers of Jules Wazelle be transferred to Camille Beghaim to learn the trade of cutting and those of Leon Labenne be transferred to Alphonse Wazelle to learn the trade of gathering. He also encloses check for \$25.00 from Leon Labenne as evidence of good faith that he will finish learning the trade of gathering. This is an exchange of apprentices and the Board decided the request should be granted.

A letter was read from Chief Preceptor Fred Hamm of the Paramount Local, Salem, W. Va., with which he encloses apprentice application of Jules Lejeune to teach August Daino, who is a gatherer member of the Association, the trade of cutting because of his being an ex-service man. The Executive Board decided they could not comply with this request.

A letter was read from Wm. J. Peters of Cameron, W. Va., with which he encloses apprentice papers granted to him April 5, 1919, to teach Jas. M. Karr the trade of gathering. Brother Peters asks that these papers be cancelled as Mr. Karr does not wish to learn the trade. The Executive Board decided that the apprentice papers should be returned to Brother Peters with instructions that he have the local concur in his request to have the papers cancelled.

A letter was read from Chas. Axton, Chief Preceptor of the Clarksburg Local, Clarksburg, W. Va., requesting that Frank Mayeur, who was granted papers to teach Arthur Clayton the trade of gathering, be permitted to have the papers cancelled in accordance with the September, 1920, ruling of the Executive Board in order that papers may be granted to Wm. Bussey. The Executive Board decided that this matter should be returned to the local so that the local could concur in his request for cancellation of the papers of Arthur Clayton.

A bill was submitted by Chief Preceptor G. S. Anderson of the Harding Local, Fort Smith, for his expenses to Independence, Kans. As Brother Anderson was not authorized to go to Independence, the Board decides that the bill cannot be paid. The Executive Board wishes to call to the attention of Brother Anderson that neither local or national officers can travel at the expense of the Organization without being authorized to do so from headquarters.

A letter was read from Brother Hudson S. Campbell of Clarksburg, W. Va., in which he advises that he has secured an option on a factory that is worth approximately \$200,000.00 which he believes can be purchased for about one-half the price. Mr. Campbell advises that a number of workers have requested him to organize a co-operative company and he suggests that the Association loan each member of the company from \$500 to \$1,000 on their notes. This proposition was rejected.

A petition from a number of members of the Utica Local, Utica, Ohio, was read requesting that they be paid relief because of being out of employment. This request was refused as there are plenty of places at the following plants: Royal at Grafton, W. Va., Liberty at Clarksburg, W. Va., Masontown at Masontown Pa., Dunkirk at So. Charleston, W. Va., National at Shreveport, La. All of these plants are operating on the three shift system basis excepting the Liberty at Clarksburg.

A letter was read from Chief Preceptor B. D. Hart of the Osage Local, Independence, Kans., with which he submits statement made by Louis Thiry, flattener, who owes a reinstatement fee of \$25.00 for having worked at a machine plant. Brother Thiry contends that he should be entitled to the \$50.00 that is being paid to members in good standing in accordance with the Twin City Resolution. Our records give evidence that Brother Dixon was notified on Oct. 4, 1921, that Louis Thiry owes a reinstatement fee and Brother Thiry knew that he owed this fee and had plenty of time to pay it between Oct. 4, 1921, and January 4, 1922, and because of the fee not having been paid, the Board rules that he is not entitled to the \$50.00.

Correspondence that has passed between this office and the Fondonia Window Glass Company regarding an amount owed the Association as 2% assessment was read and the Executive Board decided that, if this amount is not paid by the next Board meeting, the Organization will institute legal proceedings.

The following protest was read from the Torrance Local, Torrance, Calif.:

Torrance Protest

Torrance, Calif., March 18, 1922.

To the President and Executive Board:

BROTHERS:

We, the members of the Torrance Local, with the best interests of all men engaged in producing window glass—that is the men who

are following the trade—as our object, request your consideration of the following protest:

Whereas, the World War veterans, who crossed the seas in the time of need, and who were honorably discharged from service for the [fol. 394] great service they rendered in fighting for their country, and who deserve, we believe, the best that can be given them by their fellow countrymen, which in our case would be the right to learn any of the four trades; therefore.

We urge the Executive Board to give greater consideration to the applications of World War veterans, who were honorably discharged, and the right to learn any of the four trades be granted to those who are following the trade.

Charles C. Grau, Benjamin Olsen, Ted. Thompson, Committee.

In acting on the above the Board decides that they have gone as far as it is possible during the present time in granting ex-service men apprenticeships. The cutters and flatteners also wish to call to the attention of the committee at Torrance that they are granting ex-service men in the same proportion as blowers and gatherers. A flattener flattens for four shops and therefore eight apprentices must be granted in the blowing department to one in the flattening department. Cutters cut for three shops and therefore six apprentices must be granted in the blowing department before one is granted in the cutting department. This, of course, means that there will not be an apprentice cutter and flattener granted in each plant.

Adjourned at 1:10 to meet again at 2:15 P. M.

Thomas Reynolds, Secretary.

Sunday Afternoon, April 2nd.

The Executive Board reconvened at 2:10 with President Siemer in the chair and all members present.

The following regular apprentice applications were granted:

Jules Lempereur to teach his son, Leon Lempereur, the trade of gathering at the Premier Local, Pennsboro, W. Va.

Kenneth L. Bocco to teach his brother, Kyle C. Bocco, the trade of gathering at the Dunkirk Local, So. Charleston, W. Va.

John A. Miller to teach Samuel Miller, son of a member, the trade of gathering at the Pioneer Local, Marietta, Ohio.

George Molle to teach his brother, John B. Molle, the trade of cutting at the Pioneer Local, Marietta, Ohio.

Lawrence A. Seelbach to teach his brother, Harry Seelbach, the trade of gathering at the Crescent Local, Weston, W. Va.

August Lambillotte to teach his son, Alex Lambillotte, the trade of gathering at Eldred Local, Punxsutawney, Pa.

Victor Servias, Sr., to teach his son, Joseph Servias, the trade of gathering at Liberty Local, Clarksburg, W. Va.

The following applications were granted to ex-service men:

Modern Local

Arthur Gilles to teach Ralph Jordan the trade of gathering.
Frank Thibaut to teach Jesse H. Moore the trade of gathering.

Big Horn Local

P. A. Legrand to teach Carl Alvin Peterson the trade of gathering.

Otto Walter to teach Wm. J. Hetrick the trade of gathering.

Crescent Local

A. D. Davis to teach Wm. L. Montgomery the trade of gathering.

Erie Local

Frank Wery, Sr., to teach Chas. H. Ogden the trade of gathering.

Jeannette Local

Robert Pemberton to teach Chas. M. Conley the trade of gathering.

Liberty Local

Eugene De Camp to teach Charles A. Corathers the trade of gathering.

Joseph Suan to teach John Jacobs the trade of gathering.

Marion Local

Louis Van Demis to teach Vandiver C. Ryan the trade of gathering.

Frank Lillie to teach Jay O. Atha the trade of gathering.

Masontown Local

James Rupert to teach Claude Jester the trade of gathering.

Frank Risenberg to teach Earl Helmick the trade of gathering.

Norwood Local

Harry A. Reider to teach Wm. Carroll Steele the trade of gathering.

Osage Local

O. O. Sage to teach Chas. W. Ames the trade of gathering.

Paramount Local

Fernand Strimel to teach Chas. A. Patterson the trade of gathering.

Thomas Jakeway to teach John Sprouse the trade of gathering.

Premier Local

Chas. Clifford to teach Lawrence Jones the trade of gathering.

W. R. Saunders to teach Orlea Thurman Pratt the trade of gathering.

Scohy Local

Arthur L. Leete to teach Chas. Edwin Pool the trade of gathering.

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Victory Local

John Coenen to teach Chas. Leslie Sanders the trade of gathering.

The following applications for ex-service men were held over:

John H. Clagg to teach Edward E. Gilliam flattening at Superior Local, Huntington, W. Va.

Arthur Romain to teach Jas. E. Weekly the trade of flattening at Premier Local, Pennsboro, W. Va.

M. F. Lefebvre to teach Denver N. Barnes the trade of cutting at Premier Local, Pennsboro, W. Va.

Paul M. Pugh to teach J. D. Bischoff the trade of flattening at Big Horn Local, Lovell, Wyo.

Jacob Shock to teach Alex. B. McLuckie the trade of flattening at Scohy Local, Sistersville, W. Va.

Ruel M. Scohy to teach Dalbert G. Wilson the trade of cutting at Scohy Local, Sistersville, W. Va.

Ernest F. Grant to teach Alvie E. Beach the trade of cutting at Victory Local, Augusta, Kans.

Leon R. Gerard to teach Harry Richardson the trade of flattening at Paramount Local, Salem, W. Va.

Gus Zellers to teach Shirley Hanan the trade of gathering at Dunkirk Local, So. Charleston, W. Va.

Frank Humphrey to teach Thomas Stowell the trade of gathering at Dunkirk Local, So. Charleston, W. Va.

Harry R. Michaels to teach Wm. Shaffer the trade of cutting at Dunkirk Local, So. Charleston, W. Va.

The applications of Walter H. Ostrowake to teach Medley Rupe, ex-service man, the trade of flattening and Wm. L. Lee to teach Herman Bailey, ex-service man, the trade of flattening were returned to the Dunkirk Local in order that the flatteners of that local may decide on which of these applications is to be referred to the Board.

The application of George Boulanger to teach Nick Gordono, ex-service man, the trade of gathering, was held over in order to ascertain whether Nick Gordono is a citizen of the United States.

The application of Leo Harrison to teach Gover C. Kyte, ex-service man, the trade of gathering at Norwood Local, Clarksburg, W. Va., is held over for further investigation.

The application of Peter Burg to teach Hardley C. McCullum the trade of gathering at Torrance was ordered returned and the local is requested to present this application and the application of J. A. Saladin to teach John G. Hancock the trade of gathering to the members at the next meeting in order that they may decide which apprentice shall be granted.

The applications of Frank H. Peacock to teach Jas. E. Reed the trade of gathering and Fernand Ducarme to teach Harry W. Nichols the trade of gathering were returned to the Royal Local and the members are requested to decide on which application is to be referred to the Board as that local is only entitled to one apprentice in the blowing department.

The following apprentice applications were rejected:

The application of Gus Ronsman to teach Carlo Banora, ex-service man, is rejected because the application comes from the Alliance Local and that local is not in operation.

The applications of James A. Rogerson to teach Wm. J. Davis the trade of gathering and Wm. Neenan to teach Marion Tribble the trade of gathering were rejected as the Model is only entitled to one ex-service apprentice in the blowing department and this local has already been granted one such apprentice.

The application of Joseph Hugus to teach Frank Ziccarelli the trade of gathering is rejected because the applicant is not an American citizen.

Frank Mayeru to teach Wm. C. Bussey the trade of gathering at Clarkburg Local, Clarksburg, W. Va.

Frank B. Gallagher to teach Raymond Gallagher the trade of cutting at Marion Local, Mannington, W. Va.; Brother Gallagher has an apprentice.

Elijah M. Beebe to teach Jesse White the trade of flattening at the Harding Local, Fort Smith, Ark.

Amandius Hanson to teach Oscar Wright the trade of flattening at the Model Local, Fort Smith, Ark.

Edward J. Yetka to teach Elmer H. Yetka the trade of gathering at Masontown Local, Masontown, Pa. Brother Yetka has an apprentice.

Ernest Boncher to teach John Kopp the trade of flattening at Liberty Local, Clarksburg, W. Va.

The following death claims were approved and ordered paid:

Edward Henry, member of the Dunkirk Local, Charleston, W. Va., died March 30, 1922.

Edward Cooper, member of the Model Local, Fort Smith, Ark., died March 13, 1922.

Ernest Simonet, member of the Baker Local, Okmulgee, Okla., died March 18, 1922.

William A. Lilly, member of the Eastern Ohio Local, Barnesville, Ohio, died March 14, 1922.

Charles E. Walton, member of the Utica Local, Utica, Ohio, died March 11, 1922.

Hector Eschenbrenner, member of the Norwood Local, Clarksburg, W. Va., died March 23, 1922.

Mrs. Marie Wallot, wife of Brother Felix Wallot, of the Crown Local, Maumee, Ohio, died March 1, 1922.

Mrs. Edward Henry, wife of Brother Edward Henry, of the Dunkirk Local, Charleston, W. Va., died March 8, 1922.

Mrs. Oscar Vandermess, wife of Brother Oscar Vandermess, member of the Jeannette Local, Point Marion, Pa., died March 16, 1922.

Mrs. Fred U. Antoine, wife of Brother Fred Antoine, member of the Torrance Local, Torrance, Calif., died February 28, 1922.

Mrs. Laura Brogneaux, wife of Brother Henry Brogneaux, member of the Erie Local, Sandusky, O., died March 29, 1922.

[Vol. 396] The following local officers were confirmed:

Crescent Local

I. L. Neipling	B	C. P.
Samuel Hadley	G	A. P.
Walter Leach	O	A. P.
Carence Branum	G	L. S.
V. H. Tabron	B	A. P.

Liberty Local

A. H. Omlor	G	C. P.
John Ames	B	A. P.
Walter Peterson	B	A. P.
Napoleon Joris	F	A. P.
Geo. Lambillotte	B	L. S.
Alfred Delmotte	G	A. P.
Chas. Moine	C	A. P.

The Finance Committee reported that all bills were found regular and same were O. K.'d.

The Secretary's Financial Report which appears on the last pages of these minutes was read and approved.

Adjourned at 3:30 to meet May 6th at 2:00 P. M.

Thomas Reynolds, Secretary.

Special Notice

Frank Small is indebted to the National Glass Co., Shreveport, La., to the extent of \$20.00; preceptors will please collect from his earnings at the rate of \$2.50 per week until this amount is paid in full.

Chief preceptors will please collect from the following members the rate of \$2.50 per week until the amounts listed as owing to various companies is paid in full:

Fredonia W. G. Co.

Ed. McGee	\$9.50
Lon Carr.co	16.19
Theodore Morrell	8.41
John Hoffman	44.93
Geo. McCann	37.70
Chas. Bodecker	20.00
Chas. Jacobs	17.45
F. E. Burnett	48.01
L. A. Maison	4.07

Le Flore Glass Co.

Harry B. Rice.....	\$25.12
Oscar Vanaman	172.10

Harding Glass Co.

Fred Williams	\$25.85
Paul Kane	23.53
A. Wickham	10.40
Tom Duffey	19.87
W. P. Brookman	14.54
H. Mayence	2.20
Ed. Kindberg	10.05
W. Kaltenbach	10.90
G. A. Henitz	75.75

Twin City Company

Jess Cashdollar	\$75.00
M. A. Keefer	80.00
Wm. Siegarth	55.31
Mr. McLackey	60.00
Frank Watson	54.56
Chas. Joslin	85.33
Jos. Mondron	45.00
R. Hutchison	60.00

Checks for \$50.00 each were made payable to the following members during the month of March, 1922:

Thos Stinson	Jas. Rupert
Jos. F. Lancaster	Henry F. Reynolds
Frank Stone	C. A. Hager
Peter Snyder	Wm. Hussey
Victor Trigaux	Claude E. Akers
Willis Drummond	Fernand Ducarme
Wm. G. Eaton	Alex Waterloo
Louis Rumsmoke, Sr.	L. C. Wescott
Mick Linter	Carl L. Carnahan
Raymond J. Stadler	Felix Wallot
J. C. Adams	Emile Mickel, Sr.
Altor Dewepe	Peter Mascoux
John R. Tassev	Wm. M. Cunningham
James Sheridan	Wm. Henry McCann
28 Loans at \$50.00.....	\$1,400.00
Other expenditures	7,365.48
	<hr/>
	\$8,765.48

[fol. 397] *Receipts for Month of March, 1922*

1. C. C. Connors, C. P. (Ideal), 2 per cent week ending Feb. 10th	\$33.85
Chas. Axton, C. P. (Clarksburg), 2 per cent four days ending Feb. 10th.....	60.09
2. J. B. Weaver, C. P. (Erie), 2 per cent week ending Feb. 17th	64.01
3. Robert Tabron, C. P. (Model), 2 per cent week ending Feb. 17th	58.33
Geo. B. Kelin, C. P. (National), 2 per cent week ending Feb. 17th	80.70
Chas. Clelland, C. P. (Big Horn), 2 per cent week end- ing Feb. 17th.....	33.97
Wm. Kare, C. P. (Indiana), 2 per cent two weeks end- ing Feb. 17th.....	119.12
4. B. D. Hart, C. P. (Osage), reinstatement fee E. C. Hoffman	10.00
Chas. Falleur, C. P. (Modern), initiation fee Carl Lejune	25.00
C. C. Connors, C. P. (Ideal) — 2 per cent week ending Feb. 17th.....	\$45.66
Reinstatement fee Simon L. Johnson.....	24.00
	<hr/>
	\$69.66

6.	C. C. Martin, C. P. (Torrance), 2 per cent two weeks ending Feb. 17th.....	129.11
	Chas. Lunney, C. P. (Victory), 2 per cent week ending Feb. 16th.....	77.59
	Louis Saas, C. P. (Norwood), 2 per cent week ending Feb. 9th.....	77.75
G. S. Anderson, C. P. (Harding)—		
	2 per cent week ending Feb. 17th.....	\$90.57
	On account owned National Co. by Thos. Duffey	3.00
		93.57
Fred Hamm, C. P. (Paramount)—		
	2 per cent four days ending Feb. 10th....	\$100.62
	Interest on note.....	87.58
		188.20
B. D. Hart, C. P. (Osage), 2 per cent week ending Feb. 24th	99.02	
W. C. Weil, refund of advanced transportation.....	50.00	
8. J. B. Weaver, C. P. (Erie), 2 per cent week ending Feb. 24th	58.54	
Geo. E. Ashton, C. P. (Premier), 2 per cent two weeks ending Feb. 17th.....	156.00	
Redeposit from Executive Board expense.....	207.17	
9. Wm. Smith, C. P. (Royal), 2 per cent two weeks ending Feb. 17th.....	87.44	
Thos. Burkett, C. P. (Premier), 2 per cent week ending Feb. 24th	96.40	
Adolph Wazelle, C. P. (Eldred)—		
	2 per cent three weeks (Elk Run) ending Dec. 29th	\$171.09
	2 per cent two weeks (Eldred) ending Feb. 23d	131.29
	Reinstatement fee Eugene Monin.....	25.00
		327.38
Robert Tabron, C. P. (Model), 2 per cent week ending Feb. 24th.....	65.00	
11. J. L. Moe, L. S. (National), 2 per cent week ending Feb. 24th	79.00	
Fred Hamm, C. P. (Paramount), reinstatement fee A. J. Deasy.....	10.00	
Wm. Smith, C. P. (Royal), 2 per cent week ending Feb. 24th	47.30	
Chas. Axton, C. P. (Clarksburg), 2 per cent week ending Feb. 17th.....	76.53	
18. Fred Hamm, C. P. (Paramount), reinstatement fee A. J. Deasy.....	10.00	
Chas. Clelland, C. P. (Big Horn)—		
	2 per cent week ending Feb. 14th.....	\$55.69
	Reinstatement fee Felix Demolle.....	4.00
		59.69

C. C. Connor, C. P. (Ideal), 2 per cent week ending Feb. 4th	50.11
Louis Saas, C. P. (Norwood), 2 per cent three weeks ending March 2d.	279.88
W. A. Coy, office rental for March	40.00
C. C. Martin, C. P. (Torrance), 2 per cent week ending Feb. 24th	71.29
14. Adolph Waselle, C. P. (Eldred), 2 per cent week ending March 2d.	69.04
Roland Gamble, C. P. (Allegany), 2 per cent week ending March 3d.	34.85
Chas. Lunney, C. P. (Victory), 2 per cent week ending Feb. 23d	60.96
15. B. L. Neipling, C. P. (Crescent), 2 per cent three days ending March 3d.	20.58
Robert Tabron, C. P. (Model), 2 per cent week ending March 3d	60.16
G. S. Anderson, C. P. (Harding)—	
2 per cent week ending Feb. 24th	\$97.29
On amount owed National Co. by Thos. Duffey	3.00
	100.29
16. Guardian Savings & Trust Co., interest on Third Liberty bonds	581.25
Thos. Burkett, C. P. (Premier), 2 per cent week ending March 3d.	97.51
Wm. Rupert, C. P. (Masontown)—	
2 per cent, four weeks ending Feb. 24th	\$261.96
On amount owed by R. Simpson	5.00
	266.96
Albert Friend, C. P. (Premier), 2 per cent week ending March 3d.	56.58
B. D. Hart, C. P. (Osage), 2 per cent week ending March 3d	100.04
17. Albert Friend, C. P. (Pioneer), reinstatement fee Jos. Welsch	14.00
Chas. Axton, C. P. (Clarksburg), 2 per cent week ending Feb. 24th	73.71
Wm. Smith, C. P. (Royal), 2 per cent week ending March 3d	49.78
Ralph Heathcote, C. P. (Houze), 2 per cent three weeks ending March 1st.	73.16
C. C. Martin, C. P. (Torrance), 2 per cent week ending March 3d	71.76
18. Chas. Clelland, C. P. (Big Horn)—	
2 per cent week ending March 4th	\$83.65
Reinstatement fee Felix Demolle	4.00
	67.65

B. D. Hart, C. P. (Osage), reinstatement fee E. C. Hoffman	10.00
G. S. Anderson, C. P. (Harding)—	
2 per cent week ending March 3d.....	\$105.74
On amount owed by Thos. Duffy.....	3.00
	108.74
20. Fred Hamm, C. P. (Paramount)—	
Reinstatement fee A. J. Dessy.....	\$5.00
Initiation fee Armand Boucher.....	5.00
	10.00
Geo. B. Kelin, C. P. (National), 2 per cent week ending March 3d.....	65.00
C. C. Connors, C. P. (Ideal), 2 per cent week ending March 3d	48.37
L. J. Lechien, C. P. (Jeannette), 2 per cent week ending March 3d.....	211.00
Roland Gamble, C. P. (Alleghany), 2 per cent week ending March 10th.....	44.33
Leon Frere, initiation fee of Virgil Frere.....	25.00
Chas. Lunney, C. P. (Victory), 2 per cent week ending March 3d	62.54
B. D. Hart, C. P. (Osage), 2 per cent week ending March 10th	90.10
W. P. Reilly, C. P. (Connelly), 2 per cent five weeks ending March 10th.....	363.83
21. Wm. Rupert, C. P. (Masontown), reinstatement fee E. E. Hazelbaker	21.00
J. B. Weaver, C. P. (Erie)—	
2 per cent week ending March 3d.....	\$67.14
Initiation fee Peter Morian.....	10.00
On reinstatement fees—	
J. W. Hazard.....	3.00
David Hadley	6.00
	83.17
Louis Saas, C. P. (Norwood), initiation fee H. N. Richards	25.00
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22. Adolph Wazelle, C. P. (Eldred), 2 per cent week ending March 9th.....	76.00
G. S. Anderson, C. P. (Harding)—	
2 per cent week ending March 10th.....	\$98.90
Reinstatement fee J. R. Costello.....	5.00
On amount owed by Thos. Duffy.....	3.00
	106.90

Wm. Kare, C. P. (Indiana), 2 per cent two weeks ending March 3d.....	111.56
23. Thos. Burkett, C. P. (Premier), 2 per cent week ending March 10th.....	100.93
Albert Friend, C. P. (Pioneer) —	
2 per cent week ending March 10th.....	\$63.49
On reinstatement fees —	
A. A. Hoffman.....	5.00
C. M. Francis.....	5.00

	73.49
Geo. B. Klein, C. P. (National), 2 per cent week ending March 10th.....	77.76
24. Chas. Clelland, C. P. (Big Horn), reinstatement fee F. Demolle	4.00
W. P. Reilly, C. P. (Connelly), initiation fee Geo. Perkins	25.00
B. L. Neipling, C. P. (Crescent) —	
2 per cent week ending March 10th.....	\$49.36
On reinstatement fees —	
H. S. Campbell.....	5.00
H. G. Deesent.....	5.00
T. A. Grant.....	5.00
W. H. Grant.....	5.00
Earl Linger.....	5.00
Ralph Linger.....	5.00
Frank Loop.....	5.00
Wm. Studley.....	5.00
E. S. Westcott.....	5.00
Jno. Antrobius.....	5.00
Roy Bennett.....	5.00
Thos. Hamilton.....	5.00
Otto Kittle.....	5.00

	114.36
J. B. Weaver, C. P. (Erie), 2 per cent week ending March 10th	63.49
Wm. Smith, C. P. (Royal), 2 per cent week ending March 10th	50.57
Chas. Lunney, C. P. (Victory), 2 per cent week ending March 9th.....	59.16
Louis Saas, C. P. (Norwood), initiation fee Jules Rapp	25.00
25. Lafe B. Rent, C. P. (Dunkirk) —	
2 per cent four weeks ending March 2d..	\$305.54
On reinstatement fees —	
W. S. Cline.....	5.00
Wm. Lowe.....	10.00
Geo. Durst.....	2.50
Jno. Durst.....	2.50
L. F. McCann.....	5.00
Earl Lang.....	5.00

	335.54

27. C. C. Martin, C. P. (Torrance), 2 per cent week ending March 10th	75.00
Chas. Clelland, C. P. (Big Horn), 2 per cent week ending March 10th	61.55
Jules Scohy, C. P. (Scohy), 2 per cent four weeks ending March 7th	222.88
B. D. Hart, C. P. (Osage), 2 per cent week ending March 17th	88.00
Roland Gamble, C. P. (Allegany)—	
2 per cent week ending March 17th	\$39.85
On Initiation fees—	
Ben Redington	5.00
Claude Sherwood	5.00
	49.85
Fred Hamm, C. P. (Paramount)—	
Initiation fee A. Boucher	\$5.00
Reinstatement fee A. J. Deasy	5.00
	10.00
28. J. B. Weaver, C. P. (Erie)—	
Initiation fee Peter Morian	\$15.00
On reinstatement fees—	
David Hadley	3.00
Jas. Hazard	3.00
	21.00
Wm. Kare, C. P. (Indiana), fines for not attending meeting	17.00
J. B. Weaver, C. P. (Erie), 2 per cent week ending March 17th	62.12
29. Adolph Wazelle, C. P. (Eldred), initiation fee C. o. Labenne	25.00
A. H. Omlor, C. P. (Liberty), reinstatement fee C. D. Smith, Jr.	5.00
30. Thos. Burkett, C. P. (Premier)—	
2 per cent week ending March 17th	\$101.81
Initiation fee Carl Rice	5.00
Reinstatement fee Emile Kurtz	2.50
	109.31
Albert Friend, C. P. (Pioneer)—	
2 per cent week ending March 16th	\$62.75
On reinstatement fees—	
A. A. Hoffman	5.00
Bert Williard	5.00
Cassius Francis	2.50
Initiation fee of D. L. Miller	5.00
	80.25

Robert Tabron, C. P. (Model), 2 per cent two weeks ending March 17th.....	113.65
J. E. Dixon, C. P. (Superior), initiation fee Jas. H. Hess	25.00
G. S. Anderson, C. P. (Harding)— 2 per cent week ending March 17th.....	\$95.10
On reinstatement fees—	
R. Costello	5.00
L. Costello	5.00

Advertising	105.10
	881.42

	\$9,085.07

Expenditures for Month of March, 1922

1. Burroughs Adding Machine Co., repair of machine	\$5.20
Underwood Typewriter Co., repair of machine.....	.75
Employees Printing Co., transfer cards.....	14.00
Davis & Cannon, envelopes, letterheads, scales.....	228.00
2. A. H. Omlor, C. P. (Liberty), hall rent.....	3.00
H. E. Taylor Co., office supplies.....	6.35
Davis & Cannon, envelopes.....	12.00
Public Square Improvement Co., office rental, March	175.00
3. J. M. Siemer, salary, less 2 per cent, week ending March 4th	94.23
Thos. Reynolds, salary, less 2 per cent, week end- ing March 4th.....	75.39
Stenographic service for week ending March 4th ..	52.00
Central Storage Warehouse Co., moving.....	87.75
Thomas Reynolds, additional expense incurred New York	10.83
Executive Board expense.....	1,000.00
F. W. Roberts Co., office supplies.....	7.85
4. The Nation, subscription for year.....	5.00
5. W. S. Brand, death benefits, M. Harry Brand.....	300.00
Herbert Thomas, expenses incurred in New York..	100.00
Herbert Thomas, balance due on trip to New York.	8.92
Cleveland Citizen, subscription for year.....	2.00
10. J. M. Siemer, salary less 2 per cent, week ending March 11th	94.23
Thos. Reynolds, salary, less 2 per cent, week end- ing March 11th.....	75.39
Stenographic service for week ending March 11th..	52.00
Postage	50.00
A. G. Levine, list of newspapers in re tariff question	10.00
13. Chas. Clelland, C. P. (Big Horn), hall rent.....	5.00
W. A. Coy, audit of books for February.....	35.00
14. Roland Gamble, C. P. (Allegany)— Hall rent	\$2.00
Local expense20

	3.20

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W. M. Grafton, advertising.....	671.42
Ohio Bell Telephone Co., February service.....	67.78
The Capper Publications.....	1.00
Herbert Thomas, additional expense incurred in New York	100.00
15. N. Y. C. R. R., return ticket to Stockton, Calif.....	194.07
J. M. Siemer, advanced expenses to Stockton.....	200.00
Geo. Walker, expenses on trip to Pennsboro, Clarks- burg, Salem, in attempt to place members.....	50.00
16. Wm. Durst, refund on Du Bois fee.....	24.00
W. P. Reilly, C. P. (Connelly)—	
R. A. De Hon, C. P. to Feb. 1.....	\$9.00
Hall rent	18.00
	27.00
New York Call, subscription for year.....	12.00
Amelia Salvamoser, death benefits Jno. P. Salva- moser	300.00
P. B. Kelley, death benefits Harry Kelley.....	300.00
Laodore Bodeaux, death benefits Mrs. Saline Bodeaux	200.00
Ferdinand Ducarme, death benefits Mrs. Alice Du- carme	200.00
Mrs. J. P. Michaux, death benefits Jno. P. Michaux.	300.00
Mrs. Arthur Renny, Sr., death benefits Arthur Renny, Sr.	300.00
Thos. Burkett, C. P. (Premier)—	
Hall rent	\$14.00
Local expense	5.02
Lost work while Bros. Slight and Camp- bell attended Board meeting:	
F. Bowdwin	3.85
A. Dejsan	4.20
	27.07
Frank Morrison, Secretary A. F. of L., per capita tax for January and February.....	100.00
17. Western Union Telegraph Co., February service..	120.24
J. M. Siemer, salary less 2 per cent, week ending March 18th	94.23
Thos. Reynolds, salary, less 2 per cent, week ending March 18th	75.39
Stenographic service for week ending March 18th.	52.00
18. Al. Price, A. P. (Torrance), for fire.....	6.00
20. C. C. Connors, C. P. (Ideal), local expense.....	3.00
Roland Gamble, C. P. (Allegany), hall rent.....	4.00
Wm. C. Weil, advanced expenses on trip to place men	100.00

Louis Saas, C. P. (Norwood)—		
Gustave Saas, C. P. for one month.....	\$1.48	
Harry Grogan, A. P. for one month.....	1.48	
		2.96
21. C. C. Connors, C. P. (Ideal)—		
David Roy, A. P. for 1½ months.....	\$2.25	
Glen Phillips, A. P. for 1½ months...	2.25	
Wm. Kaltenbach, A. P. for 1½ months.	2.25	
Gean Hester, A. P. for 1½ months....	2.25	
Ora Etichison, A. P. for 1½ months....	2.25	
		11.25
22. Jno. B. Harper, refund of excess on reinstatement fee	1.00	
Mrs. Bernard Leroy, refund of amount deducted from death benefit for loan.....	50.00	
Chas. Lunney, C. P. (Victory)—		
Lost work while Bro. Weil attended Board meeting:		
J. Reynolds	\$12.60	
Ed. Burrill	6.27	
A. F. Simonet	4.28	
		23.15
23. Edmond Bastin, C. P. (Salem), local expense.....	2.71	
24. J. M. Siemer, salary, less 2 per cent, week ending March 25th	94.23	
Thos. Reynolds, salary, less 2 per cent, week end- ing March 25th.....	75.39	
Stenographic service for week ending March 25th..	52.00	
C. C. Martin, C. P. (Torrance)—		
Refund of excess paid on Torrance fees—		
Harry Reppert	\$20.00	
Henry Barnett	15.00	
Neal Webb, Sr.....	15.00	
Geo. Ward	20.00	
Frank Webb	20.00	
C. W. McFall.....	20.00	
J. C. Beebe	20.00	
Sam Williams	20.00	
Sylvain Cornill	20.00	
Jno. Myers	20.00	
Wm. Phillips	20.00	
Ernest Biron	20.00	
C. F. Hannon	20.00	
Dan Webb	20.00	
H. D. Peebles.....	20.00	
Howard Potter	20.00	

Fred Antoine	20.00
H. H. Jacobs	20.00
Chas. Merrill	45.00
Sylvain Dumont	20.00
Paul Seelbach	20.00
R. B. Leeds	20.00
Chas. Ruffing	20.00
Wm. Thomas	20.00
Leslie Paxton	20.00
Jas. Ashton	20.00
J. L. Webb	15.00
Floyd Nelson	20.00
Chas. Morrow	20.00

500.00

25. Lafe B. Rent, C. P. (Dunkirk)—

Hall rent	\$11.00
Local expense .....	.87

11.87

27. R. A. DeHon, C. P. (Connelly), hall rent.....

6.00

American Railway Express Co., expressage on files.

5.30

S. Barkers Sons Co., office supplies.

4.41

City Ice & Fuel Co., February service.....

3.70

Employees Printing Co., cards.....

7.50

Davis & Cannon, minutes and nomination blanks..

138.00

28. Wm. Karr, C. P. (Indiana), hall rent.....

10.50

30. Fred Hamm, C. P. (Paramount), hall rent.....

12.00

31. J. M. Siemer, salary, less 2 per cent, week ending April 1st

94.25

Thos. Reynolds, salary, less 2 per cent, week ending April 1st

75.39

Stenographic services for week ending April 1st.....

52.00

\$7,365.48

Summary

Balance in checking fund, March 1, 1922.....

\$418.42

Receipts for March.....

9,680.47

\$9,508.89

Disbursements for March, 1922.....

\$5,415.48

Death claims paid in March, '22.....

1,900.00

Loans to members, March, 1922.....

1,450.00

3,765.48

Bal. in checking fund, April 1, 1922.....

\$738.41

Reserves

Cash balance in reserve fund, April 1, 1922.....	\$94,827.17
Liberty Bonds	125,000.00
War Savings Stamps.....	208.50
	—————
	\$220,035.67

[fol. 400] Expense of the Executive Board and Wage Committee Meetings Held at Cleveland, Ohio, March 4-5, 1922

J. G. Montrose:

Lost work, 1 day.....	\$6.00
Per diem, 4 days.....	12.00
Service, 4 days.....	12.00
Mileage	16.24
	—————
	\$46.24

Wm. C. Weil:

Lost work	\$39.00
Per diem, 6 days.....	18.00
Service, 6 days.....	18.00
Mileage	95.24
	—————
	170.24

Forest Campbell:

Lost work, 2 days.....	\$11.40
Per diem, 4 days.....	12.00
Service, 4 days.....	12.00
Mileage	28.84
	—————
	64.24

George Leonard:

Lost work, 1 day.....	\$3.90
Per diem, 4 days.....	12.00
Service, 4 days.....	12.00
Mileage	21.74
	—————
	40.64

Herbert Thomas:

Lost work, 2½ days.....	\$18.70
Per diem, 4 days.....	12.00
Service, 4 days.....	12.00
Mileage	33.57
	—————
	76.27

Herman Becker:

Lost work, 3 days.....	\$24.00
Per diem, 4 days.....	12.00
Service, 4 days.....	12.00
Mileage	32.98
	—————
	80.98

George H. Walker:

Lost work, 3 days.....	\$25.13
Per diem, 4 days.....	12.00
Service, 4 days.....	12.00
Mileage	13.02
	<hr/>
	80.15

George Berger:

Lost work, 4 days.....	\$32.43
Per diem, 6 days.....	18.00
Service, 6 days.....	18.00
Mileage	89.54
	<hr/>
	157.97

Joseph Slight:

Lost work, 2 days.....	\$14.28
Per diem, 4 days.....	12.00
Service, 4 days.....	12.00
Mileage	28.84
	<hr/>
	67.10

[fol. 401] EVIDENCE: PLAINTIFF'S EXHIBIT No. 8

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National Window Glass Workers,

Headquarters, 1103 Ulmer Building, Cleveland, Ohio

Minutes of Executive Board Meeting Held at Cleveland, Ohio, May
6, 1922

The meeting came to order at 2:45 P. M., with President Siemer in the chair and the following members present: Wm. C. Weil and Edgar Robinson, blowers; Geo. Leonard and F. S. Campbell, gatherers; Herman Becker and Herbert Thomas, flatteners; Geo. Walker and Geo. Berger, cutters; Jos. Slight, treasurer.

The Secretary reported that on Thursday he had received a telegram from Executive Member J. G. Montross advising that it would not be possible for him to attend the Board meeting because of the death of his mother. The members of the Executive Board wish to take advantage of this opportunity to extend to Brother Montross their sincere sympathy in his bereavement.

President Siemer thought it advisable to draft someone to serve in the place of Brother Montross and, inasmuch as Wage Committee man Edgar Robinson was working at Sandusky, Ohio, which place is close to headquarters, he decided to draft Brother Robinson. This action was approved by the Executive Board.

Following is a tabulated vote cast by the members in the election for National Officers:

Treasurer

Joseph Slight, Pennsboro, W. Va., (Blower).....	834
George Connell, Pennsboro, W. Va., (Gatherer).....	682

Joseph Slight, having received the majority of votes cast, was declared elected for the ensuing term.

Trustee

Robert (Doc) Tabron, Ft. Smith, Ark., (Blower).....	686
Adolph Stenger, Clarksburg, W. Va., (Blower).....	807

Adolph Stenger, having received the majority of votes cast, was declared elected for the ensuing term which is three years.

Executive Board—Blower

William C. Weil, Augusta, Kans., (Blower).....	483
Fred (Happy) Mayeur, Salem, W. Va., (Blower).....	662

Fred (Happy) Mayeur, having received the majority of votes cast, was declared elected for the ensuing term.

Executive Board—Gatherer

Geo. B. Leonard, Point Marion, Pa., (Gatherer).....	538
Charles Brigode, Pennsboro, W. Va., (Gatherer).....	623

Chas. Brigode, having received the majority of votes cast, was declared elected for the ensuing term.

Wage Committee—Blower

Gaspard Richards, Marietta, O., (Blower).....	516
Arthur Pierce, Clarksburg, W. Va., (Blower).....	653

Arthur Pierce, having received the majority of votes cast, was declared elected for the ensuing term.

Wage Committee—Gatherer

Marion Clark, Fort Smith, Ark., (Gatherer).....	588
Joe Gettinger, Charleston, W. Va., (Gatherer).....	579

Marion Clark, having received the majority of votes cast, was declared elected for the ensuing term.

Executive Board—Flattener

Herman Becker, Clarksburg, W. Va., (Flattener).....	16
Arthur Stansfield, Mannington, W. Va., (Flat.).....	11

Herman Becker, having received the majority of votes cast, was declared elected for the ensuing term.

Wage Committee—Flattener

Benj. Lowe, Utica, O., (Flattener).....	16
L. R. Sayers, Shinglehouse, Pa., (Flattener).....	11
Arthur Wittebort, Pennsboro, W. Va., (Flatt.).....	11
James Brady, Independence, Kans., (Flattener).....	11

Arthur Wittebort and Benj. Lowe, having received the highest number of votes cast were declared elected for the ensuing term. As Brother Wittebort received the most votes he was declared elected for the two year term and Brother Lowe was declared elected for the one year term.

Executive Board—Cutter

Geo. Walker, Clarksburg, W. Va., (Cutter).....	16
Raymond Du Bois, Punxsutawney, Pa., (Cutter).....	11

George Walker, having received the majority of votes cast, was declared elected for the ensuing term.

[fol. 402]

Wage Committee—Cutter

Thomas Gray, Fort Smith, Ark., (Cutter).....	16
Leon A. Andre, Punxsutawney, Pa., (Cutter).....	11
H. C. Parker, Sr., Sandusky, O., (Cutter).....	11
J. Ed. Ames, Independence, Kans., (Cutter).....	11

Thomas Gray and H. C. Parker, Sr., having received the highest number of votes cast, were declared elected for the ensuing term. As Brother Gray received the most votes, he was declared elected for the two year term and Brother Parker was declared elected for the one year term.

Edgar Robinson, F. S. Campbell, Herbert Thomas, Geo. W. Berger, Tellers.

Following is the tabulated vote cast on the Harding Resolution which specifies that a convention be held, and the Premier Resolution which specifies that the Wage Committee use their best efforts to secure the one period and three shift system at the next Wage Conference:

Premier
resolution
specifying that
Wage Committee
use best efforts
to secure one
period three shift
system at next
wage conference

	Harding resolution, specifying that convention be held in year 1922		Premier resolution specifying that Wage Committee use best efforts to secure one period three shift system at next wage conference	
	For	Against	For	Against
Alleghany	3	22	27	8
Big Horn	15	82	40	6
Charlottesville	8	54	24	38
Connelly	23	26	48	2
Crescent	12	32	40	4
Dunkirk	4	45	46	3
Eldred	11	70	24	63
Erie	19	59	45	39
Fairing	23	52	47	28
Houze	8	47	16	38
Indiana	31	41	59	12
Jeannette	15	55	39	30
Liberty	16	55	44	25
Marion	24	33	43	17
Masontown	11	47	55	6
Model	23	33	51	5
Modern	10	53	18	45
National	65	8	56	3
Norwood	16	63	41	37
Paramount	11	25	20	17
Pioneer	22	27	35	18
Premier	27	75	54	46
Royal	9	15	34	6
Scohy	14	26	28	14
Stockton	7	5	14	0
Superior	10	38	39	9
Torrance	...	...	...	...
Victory	24	27	42	9
	461	1,065	1,029	528

F. S. Campbell, E. B. Robinson, Herbert Thomas, Geo. W. Berger, Tellers.

The Harding Resolution was declared lost. The Premier Resolution was declared carried. This means that the Wage Committee must put forth their best efforts at the next Wage Conference to secure the one period and three shift system.

A letter was read from Oscar Lambiotte, Jr., chief preceptor of the Paramount local, Salem, W. Va., advising us that the company had requested him to ask the organization to extend the wage scale

for a week or ten days. The Executive Board in acting on the issue decided that no extension could be made after June 10th as that is the date the scale terminates. However, the Paramount Window Glass Company will be permitted to make up any lost time as the Wage Scale specifies that all companies can operate ninety-six days between February 1st and June 10th.

The Secretary reported that our books must be audited during the month of June and that it was the duty of the Executive Board and Trustees to select the auditors. The Secretary also reported that last year, Nau, Rusk & Swearingen, who made the audit, wanted to charge the organization \$300.00 for the audit because of the amount of money that was paid out in fifty dollar loans to the members. We did not feel we were warranted in paying this amount as we had contracted with that firm to do the work for \$50.00. At that time the Board decided to leave the matter in the hands of ex-President Neenan and Secretary Reynolds for adjustment and they succeeded in getting Nau, Rusk & Swearingen to accept \$150.00. As the Organization has been paying out \$50.00 to the members during the current year, the auditors will again want to charge us \$300.00 and inasmuch as our books are audited monthly by Mr. W. A. Coy, who is President of the Ohio Society of Certified Public Accountants, he has agreed to give us a yearly audit report gratis. The Executive Board decided that Mr. Coy should make up the yearly report.

The following resolution was read from the Erie local of Sandusky, Ohio:

Erie Resolution

Sandusky, Ohio, April 22, 1922

To the officers and Members of the National Window Glass Women Brothers:

We, the members of the Erie Preceptory, beg leave to submit the following resolution for your approval and request that same be set out for referendum of the membership:

Whereas, changes in the window glass industry are of such nature as to constitute a revolution in the method of production and,

Whereas, our Constitution and By-Laws were formulated at a time when absolutely different conditions obtained than at the present time and, in making the additions and changes that were made from time to time under the initiative and referendum, proper consideration was not given to the new conditions brought about by the revolution in the method of production. For these reasons we, the members of the Erie Preceptory, believe it is of supreme importance that [fol. 40B] our Constitution and By-Laws be revised in order to adjust ourselves to the present conditions, therefore,

Be it resolved, that upon the passage of this resolution by majority vote of the general membership the Executive Board and Wage Committee be given power to revise the Constitution and By-Laws at any time most convenient before resumption under the next regular

rule, said revision to be submitted seriatim to the referendum of the general membership during the first month of the next operating period, it to be understood that each separate proposition must receive a majority vote of the membership before becoming a law.

Respectfully submitted, Lafe Johnson, Oren Powell, Harry W. Garrity, Edgar Robinson, Committee.

This resolution endorsed by 61 for and 2 against vote of the Erie local.

John B. Weaver, C. P. H. R. Harman, L. S.

In acting on this resolution the Board decided that it should be sent out for referendum action of the members and instructed the Secretary to advise chief preceptors to send any suggestions for changes in the By-Laws to headquarters so that, in the event this resolution carries, the suggestions can be referred to the joint conference which is to be held by the Wage Committee and Executive Board for the purpose of revising the By-Laws and Constitution.

The following resolution was read from the Liberty Local, Clarksburg, W. Va.:

Liberty Local Resolution

Clarksburg, W. Va., April 9, 1922.

To the officers and members of the National Window Glass Workers.

MOTIONS:

Whereas, There is a shortage of workmen in the four trades, we believe it to be to our best interests to grant ten per cent outside apprentices.

Therefore, be it Resolved, That ten per cent outside apprentices be granted, and

Be it Further Resolved, That those working around the factory be given the preference, and

Be it Further Resolved, That all laws conflicting with this resolution be repealed.

James Valentine, F. V. Lorentz, David Culshaw, Committee.

This resolution was concurred in at regular meeting held by Liberty Local, April 8, 1922.

A. H. Omlo, C. P. Geo. Lambillotte, L. S.

In acting on the resolution, the Board decided that, inasmuch as they have granted apprentices to ex-service men in all factories this period and as some of the plants are now out of operation, it would not be advisable to grant outside apprentices this period but that consideration will be given to this matter at the beginning of the next blast.

The following resolution was read from the Marion Local, Marion, W. Va.:

Marion Local Resolution

Mannington, W. Va., April 22, 1922.

To the officers and members of the National Window Glass Workers
BROTHERS:

Whereas, we, the members of the Marion Local, having read the Liberty Resolution No. 1 of March 25th, believe that the intent of such a resolution should be carried out by our representatives at the next Wage Conference and we unanimously voted for a committee to be appointed to draft the said resolution eliminating the words in "The National" and returning same to our Board meeting of May requesting them to send it out for a referendum vote.

Whereas, We, the workers of the Marion Local, believe that the hand plant workers in the Window Glass Industry, are in a more critical condition than ever before,

And Whereas, We believe, special efforts should be made in formulating the next wage scale,

And Whereas, We believe that the Executive Board and Wage Committee should be instructed to meet in joint session to prepare our Wage Committee for the next Wage Conference,

And Whereas, We believe much good can be accomplished in working out laws and rules for the next wage scale that will make working conditions better,

And Whereas, We believe it is very important to our members to know where and how the National Officers stand in the way of making the next wage scale,

And Whereas, We believe a mistake was made in discontinuing the sending out of the Wage Committee Minutes.

Therefore, be it Resolved, That after the passage of this resolution that the Executive Board and Wage Committee meet in joint session at any time after the present wage scale expires, for the purpose of preparing the Wage Committee for the next Wage Conference.

And, be it Further Resolved, That the proceedings of the joint conference, and the proceedings of the Wage Committees meeting with the manufacturers be printed in Special Minutes, to be sent to all locals after the business is finished with the Manufacturers, or scale has been made,

And, be it Further Resolved, That the National Officers participating in the making of this scale place themselves on record as to what they stand for, and how they vote on the motions and questions brought before them,

And all laws conflicting with this resolution to be repealed.

[fol. 404] This resolution acted on by the Marion Local, April 30th, 1922, at a special meeting with President Siemer present.

John C. Meyers, R. Hudspeth, C. Kleinhenz, Frank Harber
 Frank Lillie, C. P.; G. O. Gray, L. S. Committee.

In discussing this resolution, it developed that there are three distinct questions involved in the resolution. It will not be possible for members to vote on three questions in one resolution as they may be favorable to one and opposed to the other two or vice versa and for this reason the Board ordered that the resolution be returned.

A letter was read from Chas. Moine, of Manayka, W. Va., with which he enclosed a petition signed by the cutter members of the Liberty Local, Clarksburg, W. Va., requesting that his name be placed on the tally sheet as teller for the cutters. He also asks that he be compensated for such service. The Board decided that inasmuch as Brother Moine knew that he had been appointed as teller, he should have been at the polls when they opened and therefore, because of his not being there in time to act as teller, he should not be compensated.

The Secretary was instructed to notify Chief Preceptor A. H. Omor that in the future when elections are held at that local, that the tellers should not begin to count the ballots until all votes have been cast.

Adjourned at 7.00 P. M. to meet at 9.00 A. M. tomorrow.
Thomas Reynolds, Secretary.

Sunday, May 7th.

The Executive Board reconvened at 9.00 A. M., with President Siemer in the chair and all members present.

A letter was read from Robert Tabron, chief preceptor of the Model Local, Fort Smith, with which he encloses a letter which specifies that the Association should begin an active campaign to advertise hand made window glass. The Executive Board wishes the members to know that it heartily approves of the organization conducting such a campaign and, provided the Sandusky resolution carries, the matter will be referred to the joint meeting of the Wage Committee and Executive Board at that time.

A letter was read from Jules Jumot, boss cutter at the Crescent plant, Weston, W. Va., in which he states that he is willing to pay a reasonable fine for having worked at the West Fork plant at Clarksburg, W. Va., while they were operating without the scale of any organization, but he believes the fine of \$100.00 is excessive. The Board decided that Brother Jumot must pay the \$100.00 reinstatement fee in accordance with the previous ruling.

A letter was read from George Grant, in which he again asks that the Executive Board give consideration to the death claim of his uncle, Thomas Grant. Our records show that Thomas Grant was not actively engaged at his trade on February 5, 1916, when the permanent good standing law became effective. President Siemer stated that Brother Grant contends that his uncle, Thomas Grant, should have been notified that he was not in good standing because of this law being placed in effect. The Board decided that, inasmuch as the change in the law was brought to the attention of the membership by a notice printed in the minutes of May 3, 1919, steps should have been then taken to have himself placed in good

standing. For the information of the members we are printing below an excerpt from the minutes of May 3, 1919:

The present law of the Association specifies that a member who was actively engaged at his trade on February 5, 1916, and had reached the age of fifty-five years, is permanently in good standing. This law was placed in effect on February 5, 1916, by majority vote of our members. The previous law which was placed in effect April 5, 1915, specified that members actively engaged at their trade, who had reached the age of 50 years on April 5, 1915, were considered in good standing permanently. The law previous to that which was placed in effect in February, 1913, did not contain any reference to membership in good standing being attained at any age. According to its terms members were in good standing while they worked at their trades and for one year thereafter.

These different laws are brought to the attention of the membership in order that members who consider themselves in permanent good standing because of being fifty years of age will understand that unless they were actively engaged at their trades on February 5, 1916, they are not at present in good standing and should take whatever steps are necessary to place themselves in that position if they so desire. The Executive Board also wishes to make plain to the members that it has no authority to change a law or to submit resolutions. Recently letters have been received requesting the Board to rule that certain members are in good standing. The Executive Board cannot do so unless the law of the Association has been complied with. The last law and the one which must govern every member of the Association is that a member to be in good standing permanently must have been actively engaged at his trade on or after February 5, 1916, and must have been fifty-five years of age or older at that time.

The Executive Board therefore decided that the heirs of Thomas Grant are not entitled to death benefits.

A letter was read from Otto Walters, of Lovell, Wyo., with which he encloses an affidavit stating that he never had acted in the capacity of shift foreman in a machine plant. Recently some member from Pennsboro, W. Va., notified headquarters that Brother Walters [fol. 405] had acted as shift foreman at Okmulgee, Okla., and the Secretary notified the chief preceptor, Chas. Clelland, of the Big Horn Local, Lovell, Wyo., to collect a reinstatement fee of \$25.00 from Brother Walters. The Executive Board decided that, inasmuch as Brothers Walters had submitted an affidavit to the effect that he had not been active in the capacity of shift foreman at a machine plant, that he was exempt from paying the reinstatement fee.

A letter was read from Chief Preceptor Oscar Lambiotte, Jr., of the Paramount Local, Salem, W. Va., with which he encloses a petition signed by the cutter members of that local requesting that apprentice papers be granted to August Duino, who is a gatherer member of the Association, but who is not now in good standing because of not having been actively engaged at the trade for three years, to learn the trade of cutting. The Board refused this request.

A letter was read from Chief Preceptor Adolph Wazelle, of the Eldred Local, Punxsutawney, Pa., in which he asks that Chas. Kopp, who is a gatherer member of the Association, be transferred to the trade of cutting. This request was refused also.

A letter was read from Jules Brasseur, of the Norwood Local, Clarksburg, W. Va., with which he encloses statement signed by the apprentice board of that local, requesting that apprentice papers of Jesse Shreves be again placed in effect. He also states that Louis Legate is willing to act as his masterworkman. President Siemer states that he was talking this matter over with Brother Tarry Ong, former masterworkman of Jesse Shreves, who states that it will be satisfactory to him if the apprentice papers are placed in effect again with Brother Louis Legate acting as masterworkman. The Board decided that, if the Norwood local will concur in this request, they will again place the papers in effect provided the apprentice will deposit \$25.00 as an evidence of good faith that he will finish learning the trade. The members of the Norwood Local are requested to act on this matter at their next meeting.

A letter was read from W. P. Reilly, chief preceptor of the Connally Local, Caney, Kans., with which he encloses papers granted to Theo. Kaltenbach to teach Harry Bogart the trade of cutting. Brother Kaltenbach states that his apprentice desires an extension on his time. The Board decided that, if Apprentice Bogart will deposit \$25.00 as an evidence of good faith that he will finish learning the trade, an extension of one year will be granted.

A letter was read from Wm. J. Peters, of Cameron, W. Va., with which he encloses papers granted to him to teach James Marion Karr the trade of gathering. Brother Peters also encloses statement from his apprentice which gives evidence that he does not wish to learn the trade. Brother Lillie, chief preceptor of the Marion local, advises that this matter was brought to the attention of the members of the Marion Local by Brother Peters and the local concurred in the action of Brother Peters in having the papers cancelled. The Executive Board decided that the papers should be cancelled.

A letter was read from Chief Preceptor Chas. Axton, of the Clarksburg Local, Clarksburg, W. Va., advising us that the local concurred in the action of Brother Frank Mayeur, in having papers of his apprentice, Arthur Clayton, cancelled. The Board decided that these papers should be cancelled.

A letter was read from Chief Preceptor Geo. Klein, of the National Local, Shreveport, La., advising us that the local concurred in the action of Brother A. J. Camus, in having the apprentice papers of his apprentice, Herman Staas, cancelled. The Board decided that these papers should be cancelled.

The following death claims were approved and ordered paid:

R. T. Cunningham, member of the Camp Local, Huntington, W. Va., died April 18, 1922.

James Riley, member of the Fairfield Local, Lancaster, Ohio, died September 11, 1921.

Adolph Cabaret, member of the House Local, Pt. Marion, Pa., died April 10, 1922.

Walter T. Leonard, member of the National Local, Shreveport, La., died April 22, 1922.

Orrin Walton, member of the Ideal Local, West Union, W. Va., died April 14, 1922.

The following apprentice papers were ordered cancelled:

Jas. M. Karr, granted to W. J. Peters, April 5, 1919.

Arthur Clayton, granted to Frank Mayeur, November 1, 1919.

James Conroy, granted to H. C. Bohlman, March 4, 1916.

Hement Staes, granted to A. J. Camus, April 5, 1919.

The following apprentice applications were granted under the September, 1920, ruling of the board:

A. J. Camus to teach the trade of blowing to Mat Hart at the National Local, Shreveport, La.

Frank Mayeur to teach the trade of gathering to Wm. C. Bussey, at the Clarksburg Local, Clarksburg, W. Va.

W. J. Peters to teach Fay Van Strahl the trade of gathering at the Marion Local, Mannington, W. Va.

B. F. Schaum to teach the trade of cutting to Jules Richards, at Clarksburg Local, Clarksburg, W. Va.

The following regular apprentice applications were granted:

Eugene Andre to teach Emile Molle, who has a brother in the trade, the trade of cutting at Andre Charles Local, Marietta, Ohio.

James Hawks to teach Chas. Vernon Hart, son of a member, the trade of gathering at the Andre Charles Local, Marietta, Ohio.

Walter Kopp to teach Bayton Conrad, who has a brother in the trade, the trade of gathering at Harding Local, Fort Smith, Ark.

Eugene Kopp to teach John Kopp, who has a father in the trade, the trade of gathering at Harding Local, Fort Smith, Ark.

[fol. 406] Chas. Clelland to teach Millard P. Bailey, who has a brother in the trade, the trade of gathering at the Big Horn Local, Lovell, Wyo.

Lawrence T. Harkness to teach his brother, Lee M. Harkness, the trade of gathering at National Local, Shreveport, La.

Harry C. Bohlman to teach his son, Harold O. Bohlman, the trade of cutting at Clarksburg Local, Clarksburg, W. Va.

Wm. Durst to teach Setzer M. Lee, who has a brother in the trade, the trade of gathering at Dunkirk Local, South Charleston, W. Va.

Wm. Lee to teach his brother, Arvel Lee, the trade of gathering at Dunkirk Local, South Charleston, W. Va.

Camile Lejeune to teach his brother, Oscar Lejeune, the trade of cutting at Norwood Local, Clarksburg, W. Va.

Harry Marlow to teach his brother, Warner C. Marlow, the trade of gathering at Paramount Local, Salem, W. Va.

August Ducoeur, Jr., to teach Paul Kallish, son of a deceased member, the trade of cutting at Paramount Local, Salem, W. Va.

The following apprentice applications were granted for ex-service men:

Allegany Local

Russell Brady to teach F. Robert Nelson the trade of gathering.
Clarksburg Local

Harry Daugneaux to teach Melvin Nolf the trade of gathering.
Frank Gregoire, Jr., to teach Walter Baxter the trade of gathering.
A. De Meester, Sr., to teach Harry Cox, Jr., the trade of cutting.

Dunkirk Local

Adolph Rousseaux to teach Herbert Klinger the trade of gathering.
Geo. Zellers to teach Shirley Hannan the trade of gathering.
Harry Michels to teach Wm. Shaffer the trade of cutting.

Indiana Local

John T. Smith to teach George Dobbs the trade of gathering.

Norwood Local

Leo Harrison to teach Grover C. Kytes the trade of gathering.

Premier Local

Arthur De Jean to teach Denver Barnes the trade of cutting.

Royal Local

Frank H. Peacock to teach Jas. E. Reed the trade of gathering.

Scohy Local

Rueltt M. Scohy to teach Dalbert G. Wilson the trade of cutting.

Superior Local

George Boulanger to teach Nick Giordano the trade of gathering.

Torrance Local

Peter Burg to teach Harley C. McCullum the trade of gathering.

Victory Local

Ernest T. Grant to teach Alvie E. Beach the trade of cutting.

The following apprentices applications were rejected:

Arsene Bayles to teach Peter Woodard the trade of gathering.
 Gustave Geneaux to teach Ernest Geneaux the trade of cutting.
 Samuel May to teach Jean Dill the trade of blowing.
 Geo. Jakeway to teach Thos. V. Davis the trade of blowing.
 Mert Wisner to teach Jas. O. Merchant the trade of gathering.
 Moses J. Bell to teach Allen M. Johnson the trade of gathering.
 Clarence Strickland to teach Paul B. Kirby the trade of cutting.
 Jacob Tarr to teach Edw. T. Heinsman the trade of blowing.
 Matthew Joris to teach Fred M. Sayre the trade of blowing.
 James Valentine to teach Frank DeCarlo the trade of gathering.
 The flattener members of the Executive Board decided to hold
 over their applications for apprentices until the blowing department
 has granted all ex-service apprentices they intend to grant.

The Finance Committee reported that all bills had been examined
 and, finding same regular, had been O. K.'d.

The Secretary's financial report which appears on the last page
 of these minutes was approval and ordered printed.

There being no further business, the Board adjourned at 2.15 to
 meet again June 3rd at 2.00 P. M.

Thomas Reynolds, Secretary

Checks for \$50.00 each were made payable to the following mem-
 bers during the month of April, 1922:

John Rhubarb	Wm. Ennis	John B. Schmidt
Robt. L. Bigelow	Chas. Devenot	John B. Aigrisse
<hr/>		
6 checks at \$50.00 each.....		\$300.00
Other expenditures		8,366.40
		<hr/> \$8,666.40

Vol. 407] *Receipts for Month of April, 1922*

1. Geo. B. Klein, C. P. (National), 2 per cent for week ending Mar. 17	\$80.57
Adolph Wazelle, C. P. (Eldred), 2 per cent for week ending Mar. 16	75.58
B. L. Neipling, C. P. (Crescent)—	
Two per cent week ending Mar. 17	\$50.75
On reinstatement fees—	
H. S. Campbell	2.50
H. G. Desent	2.50
T. A. Grant	2.50
W. H. Grant	2.50
Frank Loop	2.50
Earl Linger	2.50
Ralph Linger	2.50
Wm. Studley	2.50
E. S. Westcott	2.50
Jno. Antrobius	2.50
Roy Bennett	2.50
Thos. Hamilton	2.50
Otto Kittle	2.50
	—————
Chas. Clelland, C. P. (Big Horn)—	83.25
2 per cent week ending Mar. 17	\$51.54
On reinstatement fees—	
Peter Clements	2.50
Ed. Brasseur	2.50
E. D. Dourlet	2.50
Initiation fee—H. O. Korn	25.00
	—————
Frank Lillie, C. P. (Marion)—	84.04
On reinstatement fees—	
Jno Eperthener	\$10.00
J. F. Gallagher	10.00
Harold Proctor	10.00
Geo. Michels	10.00
Jno. Jerrell	10.00
	—————
Clark Morris, C. P. (Stockton), 2 per cent 2 weeks ending Mar. 17	50.00
G. S. Anderson, C. P. (Harding)—	42.23
On initiation fees—	
Paul Kopp	\$25.00
Benj. Lambiotte	25.00
	—————
	50.00

Louis Sasse, C. P. (Norwood), initiation fee Roy Rucker	25.00
C. C. Connors, C. P. (Ideal), 2 per cent 2 weeks ending Mar. 17	66.80
Chas. Lunney, C. P. (Victory), 2 per cent week ending Mar. 16	51.53
Wm. Smith, C. P. (Royal), 2 per cent week ending Mar. 17	45.56
Roland Gamble, C. P. (Allegany), 2 per cent week ending Mar. 24	43.24
L. J. Lechien, C. P. (Jeannette)—	
Reinstatement fee W. M. Degolier.....	\$21.00
On initiation fees—	
Robert Dufour	15.00
E. Michotte	25.00
G. Schmidt	25.00
	86.00
Fred Hamm, C. P. (Paramount)—	
Reinstatement fee A. J. Dassy.....	\$2.50
Initiation fee A. Boucher	5.00
	7.50
5. Lafe B. Rent, C. P. (Dunkirk)—	
On initiation fees—	
Wm. Lee	25.00
R. H. Rockwell	25.00
Chas. J. Schmidt	25.00
	75.00
Jules Scohy, C. P. (Scohy)—	
On initiation fees—	
Albert Lambiotte.....	\$25.00
Harry Stetson	25.00
	50.00
Union Trust Company, deposited in checking fund from reserve account	3,000.00
6. Thomas Reynolds, redeposit from Executive Board expense	195.08
Geo. Leonard, C. P. (Jeannette), initiation fee J. R. Quertinmont	25.00
Geo. B. Klein, C. P. (National), 2 per cent week ending Mar. 24	86.57
Albert Friend, C. P. (Pioneer)—	
2 per cent week ending Mar. 23.....	\$64.73
On reinstatement fees—	
A. Hoffman	5.00
C. Francis	2.50
Initiation fee D. L. Miller	5.00
	77.25

Ralph Heathcote, C. P. (House), 2 per cent 3 weeks ending Mar. 22	102.82
Wm. Rupert, C. P. (Masontown)—	
2 per cent 4 weeks ending Mar. 24..... \$327.22	
On amount owed by Robt. Simpson..... 35.00	
Reinstatement fee Ray Mair 15.00	
	377.22
W. P. Reilly, C. P. (Connelly) 2% 2 weeks ending March 24	167.34
7. Robert Tabron, (C. P. (Model), 2 per cent week ending Mar. 24	50.14
Wm. Smith, C. P. (Royal), 2 per cent week ending Mar. 24	54.82
8. B. L. Neipling, C. P. (Crescent)—	
2 per cent week ending Mar. 24..... \$51.81	
On reinstatement fees—	
H. S. Campbell	2.50
H. G. Dessent	2.50
T. A. Grant	2.50
W. H. Grant	2.50
Frank Loop	2.50
Earl Linger	2.50
Ralph Linger	2.50
Wm. Studler	2.50
E. S. Westcott	2.50
Wm. Antrobius	2.50
Jno. Antrobius	2.50
Roy Bennett	2.50
Thos. Hamilton	2.50
Otto Kittle	2.50
	86.31
W. A. Coy, office rental for April	40.00
10. Adolph Warell, C. P. (Eldred), 2 per cent week ending Mar. 23	87.78
Chas. Clelland, C. P. (Big Horn)—	
2 per cent week ending Mar. 24..... \$57.43	
On reinstatement fees—	
Edgar Dourlet	2.50
E. Brasseur	2.50
Peter Clements	2.50
	64.93

Clyde Coats, C. P. (Johnston), 2 per cent week ending Dec. 17, 1920	132.15
C. C. Martin, C. P. (Torrance), 2 per cent 2 weeks ending Mar. 24	145.22
Thos. Burkett, C. P. (Premier)—	
2 per cent week ending Mar. 24..... \$104.51	
Reinstatement fee Emile Kurz	2.50
Initiation fee Carl Rice	5.00
	112.01
Fred Hamm, C. P. (Paramount)—	
On initiation fees—	
A. Boucher	\$5.00
Roger Vranchen	25.00
Reinstatement fee A. J. Dassy	2.50
	32.50
Clark Morris, C. P. (Stockton), 2 per cent week ending Mar. 24	28.35
11. J. B. Weaver, C. P. (Erie)—	
2 per cent week ending Mar. 24..... \$69.38	
On reinstatement fees—	
David Radley	3.00
Jas. Hazard	3.00
	69.38
Roland Gamble, C. P. (Allegany)—	
2 per cent week ending Mar. 31..... \$43.66	
Reinstatement fee Clark Dun	2.50
	46.16
[fol. 408]	
12. Robert Tabron, C. P. (Model), initiation fee Lawrence Flanagan	25.00
G. S. Anderon, C. P. (Harding)—	
2 per cent week ending Mar. 31	\$91.80
Initiation fee M. W. Diliman	25.00
On reinstatement fees—	
R. Costello	5.00
L. Costello	5.00
	128.80
13. Ralph Heathcote, C. P. (House), initiation fee Octave Demoucelle	25.00
Geo. B. Leonard, C. P. (Jeannette), 2 per cent 4 weeks ending Mar. 31.....	235.42
Albert Friend, C. P. (Pioneer)—	
2 per cent week ending Mar. 31..... \$59.71	
On reinstatement fees—	
A. Hoffman	5.00
C. Francis	2.50
	67.21

Louis Saas, C. P. (Norwood)—

2 per cent 4 weeks ending Mar. 30.... \$371.10
On reinstatement fees—

Louis Bouvier	7.50
Thos. Ellison	15.00
	393.60

Chas. Lunney, C. P. (Victory), 2 per cent week ending Mar. 23	54.03
Geo. Klein, C. P. (National)—	

On initiation fees—

Elmer Mottet	\$25.00
Geo. Bailey	25.00
Alfred Camus	25.00
	75.00

Chas. Axton, C. P. (Clarksburg), 2 per cent 4 weeks ending Mar. 24	806.61
Wm. Smith, C. P. (Royal), 2 per cent week ending Mar. 31	47.64

14. Geo. B. Klein, C. P. (National), 2 per cent week ending Mar. 31	73.02
Robert Tabron, C. P. (Model), 2 per cent week ending Mar. 31	55.20

Thos. Burkett, C. P. (Premier)—	
2 per cent week ending Mar. 31.....	\$98.24
Initiation fee Carl Rice	5.00
Reinstatement fee Emile Kurtz	2.50
	105.74

A. H. Omlor, C. P. (Liberty)—

2 per cent 2 weeks ending Feb. 16....	\$90.82
Initiation fee Alexander Home.....	10.00
	100.82

15. Chas. Falleur, C. P. (Modern), 2 per cent 4 weeks ending Mar. 9	244.67
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17. Oscar Lambiotte, Jr., C. P. (Paramount)—	
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In initiation fees—

Harry Marlow	\$25.00
A. Boucher	5.00
Reinstatement fee A. J. Denny	2.50
	32.50

Guardian Savings & Trust Co., interest on 4th Liberty Bonds	531.25
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C. Coats, C. P. (Johnston), initiation fee D. L. Miller	10.00
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Jules Scohy, C. P. (Scohy), initiation fee Felix Vinck	25.00
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Wm. Karr, C. P. (Indiana), 2 per cent week ending Mar. 24	171.85
B. L. Neipling, C. P. (Crescent)—	
2 per cent 2 weeks ending Apr. 7th..... \$98.18	
On reinstatement fees—	
H. S. Campbell	5.00
H. G. Dessent	5.00
T. A. Grant	5.00
W. H. Graht	5.00
Frank Loop	5.00
Earl Linger	5.00
Ralph Linger	5.00
Wm. Studley	5.00
E. S. Westcott	5.00
Jno. Antrobius	5.00
Wm. Antrobius	5.00
Roy Bennett	5.00
Thos. Hamilton	5.00
Otto Kittle	5.00
	168.18
Clark Morris, C. P. (Stockton), 2 per cent week ending Mar. 31	33.24
Chas. Lunney, C. P. (Victory), 2 per cent week ending Mar. 30	59.85
Chas. Clelland, C. P. (Big Horn)—	
2 per cent week ending Mar. 31..... \$51.82	
On reinstatement fees—	
Edgar Dourlet	2.50
Peter Clements	2.50
Emile Brasseur	2.50
Initiation fee Oliver Cox	5.00
	64.82
18. J. B. Weaver, C. P. (Erie)—	
2 per cent week ending Mar. 31..... \$63.94	
On reinstatement fees—	
David Hadley	3.00
Jas. Hazard	3.00
	69.94
J. G. Montross, C. P. (Licking), 2 per cent 4 weeks ending Mar. 4	330.40
19. Robert Tabron, C. P. (Model), initiation fee C. J. Baylor	25.00
Louis Saas, C. P. (Norwood), initiation fee Harry Bateman	10.00
G. S. Anderson, C. P. (Harding)—	
2 per cent week ending Mar. 31..... \$99.43	

On reinstatement fees—	
R. Costello	5.00
L. Costello	5.00
On amount owed company by Thos. Duffy	3.00
	112.43
Albert Friend, C. P. (Pioneer)—	
2 per cent week ending Apr. 7	\$58.95
Initiation fee D. L. Miller	5.00
Reinstatement fee C. Francis.....	2.50
	66.45
Jules Scohy, C. P. (Schohy), 2 per cent 4 weeks ending Apr. 8	208.29
Roland Gamble, C. P. (Allegany)—	
2 per cent week ending Apr. 7.....	\$45.60
Reinstatement fee Clark Dunn.....	2.50
	48.19
20. A. H. Omlor, C. P. (Liberty), reinstatement fee C. Smith, Jr.	5.00
Thos. Burkett, C. P. (Premier)—	
2 per cent week ending Apr. 7.....	\$98.37
Reinstatement fee Emile Kurtz	2.50
	100.87
W. P. Reilly, C. P. (Connelly), initiation fee Ar- thur Wilson	25.00
Frank Lillie, C. P. (Marion)—	
On reinstatement fees—	
Jno. Eperthener	\$15.00
J. F. Gallagher	15.00
Harold Proctor	15.00
Geo. Michaels	15.00
Jno. Jerrell	15.00
	75.00
Lafe B. Rent, C. P. (Dunkirk)—	
2 per cent 4 weeks ending Mar. 30....	\$310.38
On reinstatements fees—	
W. S. Cline	10.00
L. F. McCann	7.50
Earl Lang	7.00
John Durst	2.50
	337.38

21.	Geo. B. Klein, C. P. (National), 2 per cent week ending Apr. 7.....	77.71
22.	Wm. Rupert, C. P. (Masontown), on amount owed by Robt. Simpson.....	10.00
	C. C. Martin, C. P. (Torrance), 2 per cent 2 weeks ending Apr. 7	128.91
[fol. 409]		
24.	Wm. Smith, C. P. (Royal), 2 per cent week ending Apr. 7	46.84
	Clark Morris, C. P. (Stockton), 2 per cent week ending Apr. 7	34.94
	Chas. Clelland, C. P. (Big Horn)—	
	2 per cent week ending Apr. 7..... \$50.48	
	On reinstatement fees—	
	Edgar Dourlet 2.50	
	Emile Brasseur 2.50	
	Peter Clements 2.50	
		57.50
	Oscar Lambiotte, C. P. (Paramount), 2 per cent 5 weeks ending Mar. 17.....	345.77
	Roland Gamble, C. P. (Allegany)—	
	2 per cent week ending Apr. 14..... \$40.50	
	Initiation fee Ben Redington..... 5.00	
		45.50
	A. H. Omlor, C. P. (Liberty), 2 per cent 2 weeks ending Mar. 2	135.78
	Clark Morris, C. P. (Stockton), initiation fee Jno. Dollons.....	50.00
25.	J. B. Weaver, C. P. (Eric)—	
	2 per cent week ending Apr. 7..... \$58.80	
	On reinstatement fees—	
	Jas. Hazard 8.00	
	David Hadley 8.00	
		64.80
	Robt. Tabron, C. P. (Model), 2 per cent week ending Apr. 7	55.23
	Geo. B. Klein, C. P. (National), 2 per cent week ending Apr. 14	75.95
	Albert Friend, C. P. (Pioneer), 2 per cent 2 weeks ending Feb. 23	85.58
	Oscar Lambiotte, C. P. (Paramount), reinstatement fee A. J. Derry.....	2.50
	Albert Friend, C. P. (Pioneer), 2 per cent week ending Apr. 14	54.17

27. Louis Saas, C. P. (Norwood), initiation fee Harry Bateman	5.00
G. S. Anderson, C. P. (Harding)—	
2 per cent week ending Apr. 7..... \$70.13	
On reinstatement fees—	
R. Costello	5.00
L. Costello	5.00
Initiation fee D. O. Gillen..... 25.00	
On amount owed company by Thos. Duffy..... 3.00	

	108.13
Wm. Seelbach, C. P. (Crescent)—	
2 per cent week ending Apr. 14..... \$49.21	
On reinstatement fees—	
H. S. Campbell..... 2.50	
H. G. Desent..... 2.50	
T. A. Grant	2.50
W. H. Grant	2.50
Earl Linger	2.50
Ralph Linger	2.50
Wm. Studley	2.50
E. S. Westcott	2.50
Wm. Antrobius	2.50
John Antrobius	2.50
Roy Bennett	2.50
Thos. Hamilton	2.50
Otto Kittle	2.50

	81.71
Wm. Smith, C. P. (Royal)	
2 per cent week ending Apr. 14..... \$44.68	
Reinstatement fee A. Proctor..... 5.00	

	49.68
Chas. Clelland, C. P. (Big Horn), reinstatement fee E. Brasseur..... 15.00	
28. Thos. Burkett, C. P. (Premier)—	
2 per cent week ending Apr. 14..... \$99.34	
Reinstatement fee Emile Kurts..... 2.50	

	101.84
Kardex Sales Co., rebate on files..... 12.50	
29. Robert Tabron, C. P. (Model)—	
2 per cent week ending Apr. 14..... \$51.12	
On amount owed Fredonia Co. by Lon Carrico..... 5.00	

	56.12

Wm. Rupert, C. P. (Masontown)—

2 per cent 3 weeks ending Apr. 18....	\$226.46
Reinstatement fee Ray Mair.....	10.00
On amount owed by Robt. Simpson..	15.00

251.46

Chas. Clelland, C. P. (Big Horn)—

2 per cent week ending Apr. 14.....	\$45.27
On reinstatement fees—	
Edgar Dourlet	2.50
Peter Clements	2.50

50.27

Advertising	614.32
Interest on checking account.....	3.40

617.7212,961.39*Expenditures for Month of April, 1922*

1. Interest on overdraft in checking fund.....	\$1.81
Executive Board expense.....	1,000.00
Clark Morris, C. P. (Stockton), hall rent.....	12.00
Geo. Leonard, expense at Pt. Marion.....	17.00
3. L. J. Lechien, C. P. (Jeannette)—	
L. J. Lechien, C. P. to Apr. 1.....	\$11.65
Local expense	1.96
	<u>13.61</u>
4. J. T. Lewis, refund of loan deducted from death benefits.....	50.00
W. C. Weil, additional expense on trip to Independence, Caney and Fort Smith.....	101.29
Herbert Thomas, expense on trip to New York.....	117.28
Geo. Walker, expense on trip to Pennsboro, Salem and Clarksburg to place members.....	5.48
J. G. Montross, lost work caring for Association affairs	39.00
Public Square Improvement Co., office rental for April	125.00
Jas. D. Lilly, death benefits Wm. A. Lilly.....	300.00
5. Frank Morrison, Sec. A. F. of L., per capita tax for March and April.....	100.00
6. Harry Corwin, L. S. (Model) to March 29.....	10.64
7. Ollie Smith, C. P. (Fairfield)—	
Hall rent	\$5.00
Local expense .....	.50
	<u>5.50</u>

J. M. Siemer, salary less 2 per cent, week ending Apr. 8th	94.23
Thos. Reynolds, salary, less 2 per cent, week ending Apr. 8th.....	75.39
Stenographer for week ending Apr. 8th.....	52.00
W. A. Coy, audit for March.....	35.00
Ohio Bell Telephone Co., March service.....	40.65
Western Union Telegraph Co., March service.....	127.82
City Ice & Fuel Co., March service.....	6.45
10. Adolph Wazelle, C. P. (Eldred), hall rent.....	40.00
Thos. Burkett, C. P. (Premier), lost work while Brothers Campbell and Weil attended Board meeting—	
A. Boudwin	\$3.95
A. De Jean.....	4.32
	8.17
W. M. Grafton, advertising.....	86.25
11. Henry Brogneaux, death benefits Mrs. Laura Brogneaux	200.00
Roland Gamble, C. P. (Allegany)—	
Hall rent	\$1.00
Local expense .....	.40
	1.40
Postage.....	50.00
Mrs. John Walton, death benefits Chas. E. Walton	300.00
Oscar Vandermess, death benefits Mrs. Oscar Vandermess	200.00
Felix Wallot, death benefits Mrs. Marie Wallot....	200.00
Fred V. Antoine, death benefits Mrs. Fred Antoine	200.00
[fol. 410]	
12. Robert Tabron, C. P. (Model), hall rent.....	10.00
G. S. Anderson, C. P. (Harding)—	
Local expense	\$3.95
Hall rent	15.00
	18.95
13. Chas. Steinkamp, A. P. at Scohy local for 8 weeks	3.00
J. E. Dixon, C. P. (Superior), local expense.....	5.62
Forbes Magazine, subscription for year.....	4.00
Standard Printing Co., resolutions and ballots.....	80.00
B. D. Hart, C. P. (Osage)—	
B. D. Hart, C. P. to Mar. 17th.....	\$12.00
Matt Riddle, L. S. to Mar. 17th.....	12.00
Elias Spriggs, A. P. to Mar. 17th.....	1.70
Robert Donaldson, A. P. to Mar. 17th	1.70
Al Genung	1.70
Joe. Burridge	1.70
	30.80

14.	Wm. Rupert, C. P. (Masontown), hall rent.....	9.00
	J. B. Weaver, C. P. (Erie), hall rent.....	12.50
	J. M. Siemar, salary, less 2 per cent, for week ending Apr. 15th.....	94.23
	Thos. Reynolds, salary, less 2 per cent, for week ending Apr. 15th.....	75.39
	Stenographic service for week ending April 15th..	52.00
	A. H. Omlor, C. P. (Liberty), local expense....	.93
	Davis & Cannon, National, ballots, minutes, resolutions.....	975.65
15.	Mrs. Hector Eschenbrenner, death benefits Hector Eschenbrenner	300.00
17.	B. L. Neipling, C. P. (Crescent), hall rent.....	10.00
	Chas. Cieland, C. P. (Big Horn), hall rent.....	12.50
	Emile Henry—	
	Death benefits Edward Henry..... \$300.00	
	Death benefits Mrs. Edward Henry... 200.00	
		500.00
	Herbert Thomas, advance expense on trip to New York.....	100.00
18.	J. B. Weaver, C. P. (Erie)—	
	J. B. Weaver, C. P. to Apr. 22nd..... \$13.75	
	H. R. Harmon, L. S. to Apr. 22nd.. 13.75	
	Walter Garrity, A. P. to Apr. 22nd.. 3.65	
	Jos. De Hon, A. P. to Apr. 22nd.... 3.65	
	Harry Powell, A. P. to Apr. 22nd.... 3.65	
	Jas. Moran, A. P. to Apr. 22nd.... 3.65	
	Chas. Hasbrook, A. P. to Apr. 22nd.. 3.65	
	Local expense	4.36
		50.11
	Chas. Lunney, C. P. (Victory)—	
	R. Messersmith, L. S. to Apr. 22nd.... \$14.50	
	Fred Leyland, A. P. to Mar. 18..... 1.75	
		16.25
	Chas. Lunney, C. P. (Victory), lost work while Brother Weil attended Board meeting—	
	Jas. Reynolds	\$10.43
	A. Simonet	3.76
	Ed. Burrell	4.97
		19.16
19.	Chas. Straley, C. P. (House)—	
	Chas. Straley, C. P. to Feb. 9, 1922... \$6.00	
	J. C. Tamenne, L. S. to Feb. 9..... 6.00	
	Local expense .....	.34
		12.34

Fred Hamm, C. P. (Paramount)—

Fred Hamm, C. P. to Apr. 7th.....	\$8.76
Local expense	2.10
	<hr/>
	10.86

Roland Gamble, C. P. (Allegany)—

Hall rent	\$2.00
Local expense .....	.24
	<hr/>
	2.24

B. D. Hart, C. P. (Osage)—

Hall rent	\$24.00
Local expense	3.04
	<hr/>
	27.04

All American Co-operation Commission, news service	2.00
W. M. Grafton, advertising.....	100.00
Alexandria Bank, death benefits Ernest Simonet..	300.00
Carl Lightfoot, L. S. (Houze) to Apr. 6th.....	8.48
J. M. Siemer, salary, less 2 per cent, week ending Apr. 22nd	94.23
Thos. Reynolds, salary, less 2 per cent, week end- ing Apr. 22nd.....	75.39
Stenographic service for week ending Apr. 22nd	52.00

Geo. B. Klein, C. P. (National)—

Jno. Moe, L. S. to Apr. 8th.....	\$15.75
Fred Smith, A. P. to Apr. 8th.....	2.97
Ed. Wyaner, A. P. to Mar. 25th.....	2.31
	<hr/>
	21.03

J. M. Siemer, advanced traveling expense.....	100.00
Ohio Bell Telephone Co., installation on phone...	16.00

2. Wm. Rupert, C. P. (Masontown)—

Wm. Rupert, C. P. to Apr. 18th.....	\$19.25
Geo. Bierbower, L. S. to Apr. 18th....	19.25
Jno. Hipchen, A. P. to Mar. 29th....	2.68
Wm. Jakeway, A. P. Mar. 29th to Apr.	
18th	1.00
Martin Ames, A. P. to Mar. 15th....	2.00
Wm. Shibler, A. P. Mar. 15th to Apr.	
18th	1.68
Wm. Bowe, A. P. to Apr. 18th.....	3.68
Chas. Hager, A. P. to Apr. 18th.....	3.68
Local expense	1.53
	<hr/>
	74.75

Herber Thomas, expenses incurred in New York..	100.00
24. Thos. Burkett, C. P. (Premier)—	
Tellers, both ballots.....	\$20.00
Local expense	1.15

Geo. B. Leonard, C. P. (Jeannette)—	21.15
Max Goisse, A. P. to Mar. 22nd.....	\$3.00
Tellers, both ballots.....	16.00

	19.00
25. Albert Friend, C. P. (Pioneer), tellers, both bal- lots.....	12.00
Louis Saas, C. P. (Norwood), tellers, both ballots..	20.00
Frank Lillie, C. P. (Marion)—	
Tellers, both ballots.....	\$20.00
Hall rent	24.00

	44.00
G. S. Anderson, C. P. (Harding), tellers, both bal- lots.....	20.00
B. L. Neipling, C. P. (Crescent)—	
B. L. Neipling, C. P. to Apr. 22nd.....	\$9.00
Local expense	1.22

	10.22
C. C. Martin, C. P. (Torrance)—	
C. C. Martin, C. P., Dec. 20, 1920, to Apr. 15, 1922.....	\$81.90
Chas. Grau, L. S., Oct. 20, 1921, to Apr. 15, 1922.....	52.90
O. Shock, A. P. 1st period.....	6.00
Jake Saladin, A. P. 2nd period to Apr. 18	3.80
Chas. Workman, A. P. 2nd period to Apr. 18	3.80
Allen Stevenson, A. P., 1st and 2nd period to Apr. 18.....	9.80
A. J. Alexander, A. P., 1st and 2nd period to Apr. 18.....	9.80
Paul Doville, A. P., 1st and 2nd period to Apr. 18.....	9.80
Local expense	8.00

	185.80
Wm. Seelbach, C. P. (Crescent), tellers, both bal- lots.....	12.00
Lafe B. Rent, C. P. (Dunkirk)—	
Tellers, both ballots.....	\$16.00
Hall rent	6.00
Local expense .....	.62

	22.62

Ralph Heathcote, C. P. (Houze), tellers, both ballots.....		12.00
Prompt Printing & Publishing Co., ballots and tally sheets		30.00
Standard Printing Co., membership cards.....		22.50
20. G. B. Klein, C. P. (National), tellers, both ballots		20.00
W. P. Reilly, C. P. (Connelly) —		
W. P. Reilly, C. P. to Apr. 21..... \$18.59		
Aug. Gabler, A. P. to Apr. 21..... 4.18		
Chas. Kenard, A. P. to Apr. 21..... 4.18		
Herman Bara, A. P. to Apr. 21..... 4.18		
Jos. Guyaux, A. P. to Apr. 21..... 4.18		
Tellers, both ballots..... 16.00		
Local expense 2.50		
		53.81
[vol. 411]		
O. P. Charles, L. S. (Connelly), Jan. 4 to Apr. 1		27.59
Chas. Lunney, C. P. (Victory), tellers, both ballots		16.00
Jules Scohy, C. P. (Scohy), tellers, both ballots		12.00
Oscar Lambiotte, C. P. (Paramount), tellers both ballots		16.00
27. Albert Friend, C. P. (Pioneer) —		
E. J. Gandow, A. P. to Apr. 24..... \$3.75		
J. E. Reilly, A. P. to Mar. 18..... 1.88		
T. W. Coon, A. P. to Mar. 18..... 1.88		
		7.51
Wm. Smith, C. P. (Royal), tellers, both ballots..		14.00
Chas. Clelland, C. P. (Big Horn), tellers, both ballots		16.00
Wm. C. Weil, advanced transportation.....		50.00
Chas. Arton, C. P. (Clarksburg), tellers, both ballots		14.00
Wm. Bennett (Clarksburg), tellers, 1st ballot....		2.00
28. J. M. Siemer, salary, less 2 per cent, week ending Apr. 29th		94.23
Thos. Reynolds, salary less 2 per cent, week ending Apr. 29th		75.39
Stenographic service for week ending Apr. 29th..		52.00
W. M. Grafton, advertising.....		73.75
A. H. Omilor, C. P. (Liberty), tellers, both ballots		12.00
Kardex Sales Co., files.....		250.00
Chas. Fallaur, C. P. (Modern), tellers, both ballots		16.00
29. Prompt Printing & Publishing Co., apprentice dis- charge certificates and 2 per cent assessment blanks		89.50
		\$8,366.19

Summary

Balance in checking fund, April 1, 1922.....	\$738.21
Receipts for April.....	89,961.29
Transfer from Reserve fund.....	8,000.00
	12,961.29
	<hr/>
Disbursements for Mch., '22.....	85,816.49
Loans to members, Mch., 1922.....	350.00
Death claims paid in, Mch., '22.....	2,500.00
	8,666.49
	<hr/>
Bal. in checking fund, May 1, 1922.....	\$5,033.01

Reserves

Cash bal. in reserve fund, April 1, 1922.....	\$94,827.17
Transferred to checking fund in April.....	3,000.00
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Cash bal. in reserve fund, May 1, 1922.....	891,827.17
Liberty Bonds.....	125,000.00
War Savings Stamps.....	208.50
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Total Reserves, May 1, 1922.....	\$217,035.67

*Expenses of the Executive Board Meetings Held at Cleveland, Ohio,
April 1-2, 1922*

Wm. C. Weil:

Lost work, 5 days.....	\$37.00
Per diem, 6 days.....	18.00
Service, 6 days.....	18.00
Mileage	94.24
	<hr/>
	\$167.24

J. G. Montross:

Lost work, 5 days.....	\$17.50
Per diem, 5 days.....	15.00
Service, 5 days.....	15.00
Mileage	17.40
	<hr/>
	64.90

F. S. Campbell:

Lost work, 2 days.....	\$11.96
Per diem, 5 days.....	15.00
Service, 5 days.....	15.00
Mileage	31.12
Messenger Fee .....	.40
	<hr/>
	72.48

Geo. Leonard:

Lost work, 1 day.....	\$7.80
Per diem, 4 days.....	12.00
Service, 4 days.....	12.00
Mileage	22.48
	<hr/>
	51.38

Herman Becker:

Lost work, 3 days.....	\$22.50
Per diem, 4 days.....	12.00
Service, 4 days.....	12.00
Mileage	32.98
	<hr/>
	79.48

Herbert Thomas:

Lost work, 1½ days.....	\$11.22
Per diem, 5 days.....	15.00
Service, 5 days.....	15.00
Mileage	12.94
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	54.16

George W. Berger:

Lost work, 4 days.....	\$32.16
Per diem, 7 days.....	21.00
Service, 7 days.....	21.00
Mileage	90.48
	<hr/>
	164.64

George Walker:

Lost work, 3 days.....	\$23.55
Per diem, 4 days.....	12.00
Service, 4 days.....	12.00
Mileage	35.82
	<hr/>
	80.87

Joseph Slight:

Lost work, 2 days.....	\$14.65
Per diem, 4 days.....	12.00
Service, 4 days.....	12.00
Mileage	31.12
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	69.77

National Window Glass Workers,

Headquarters, 1103 Ulmer Building, Cleveland Ohio

Minutes of the Executive Board Meeting at Cleveland, Ohio, November 4-5, 1922

The meeting came to order at 2:10 P. M. with President Siemer in the chair and the following members present: Forest S. Campbell; Chas. Brigode, gatherers; Geo. Berger, Geo. Walker, cutters; J. G. Montroas, Fred Mayeur, blowers; Emerson Von Scio, Herman Becker, flatteners; Joe Slight, Treasurer.

President Siemer reported that the Wage Committee had effected a settlement of wages specifying a 10% increase which is to become effective December 1st or 2nd, which ever day is the beginning of the working week. He also reported that the wage question was not settled for the second period as the manufacturers offered a 10% increase for that period, while our Committee contended for a 15% advance. It will therefore be necessary for the Wage Committees to be called together again in order to effect a settlement for the second period.

A letter was read from the Buckeye Window Glass Company, Columbus, Ohio, asking that a wage scale be presented to them in order that they might continue in operation during the second period. On motion this request was refused. Brother Walker, cutter member, wishes to go on record as voting against the motion.

A letter was read from Leo Krouse, president of the Twin City Glass Company, Texarkana, Tex., in which he asks that some arrangement be made whereby the Shreveport company could lease the Texarkana plant so that the plant could continue in operation for two successive periods. Mr. Krouse advises that, if an arrangement of this kind can be made for the blast, it will be agreeable to his company to allow the Shreveport company to operate two successive periods next blast. This request was refused.

The following letter from the Harding local, Fort Smith, Ark., was read:

To the Brothers National Window Glass Workers:

We feel that during the summer, or any rest period, the brothers of the trade are not enough in touch with our Cleveland officials to understand the conditions that exist during that time.

Therefore be it resolved, that when the C. P. gives out clearance cards every person getting a card give his address to the C. P., he to forward same to the Cleveland office to be entered on the mailing list of the National, or any other correspondence for his information.

H. W. Archer, C. P. J. J. Purcell. W. Ackerson.

The Secretary reported that ever since he has been in office circular letters have been sent to individual members while plants are not in operation. There are usually from six to eight hundred names on the individual circular mailing list during the shut-down period and in addition to this, where there is a quorum of members, it has been customary to send minutes and circulars to one member in charge for distribution among the members in such localities. All that is required for a member to get on the circular mailing list while plants are not in operation is for the member to write headquarters giving his address.

The following resolution was read from the Harding local, Fort Smith, Ark.:

Fort Smith, Ark., Oct. 22, 1922.

To the officers and members of the N. W. G. W. of America:

We, the members of the Harding Local believe that the best interests of our Association can be served if our headquarters were more centrally located between the Eastern and Western factories, therefore, we present the following resolution:

Resolved, that on and after the passage of this resolution the National Headquarters of the National Window Glass Workers' Association be moved from Cleveland, Ohio, to St. Louis, Mo., and any and all laws and usages conflicting with the resolution be hereby repealed.

Committee: D. K. Miller, Jr., Chairman. G. F. Shane.
Robert Scott. H. W. Archer, Chief Preceptor.

In acting on this resolution, the Executive Board decided to return [fol. 413] it as the Board does not think it would be advisable to move headquarters. It will be observed that the resolution states the best interests of our members could be served by having headquarters in St. Louis. We do not understand how the Committee arrived at this conclusion as the Board is of the opinion the interests of our members can be taken care of just as well in Cleveland as they could in St. Louis. Also, St. Louis would not be as centrally located as Cleveland for the reason that there are but 16 plants, including the two plants on the Pacific Coast, west of the Mississippi River and there are 50 plants east of the Mississippi River. It would also be a much greater expense to have the headquarters at St. Louis, as it would then be necessary to pay the expenses every month of seven members on the Executive Board and the Treasurer to St. Louis, while there is but one member on the Board in the southwestern district. For these reasons the resolution was ordered returned.

A letter was read from the Harding local, Fort Smith, Ark., requesting that the figures compiled for the last wage conference be sent to that local. The Executive Board decided that it is not possible to comply with this request as the information we receive is given in strict confidence. Were we to spread this information broadcast, it would be impossible for us to get figures on cost of production and consequently the Wage Committee would have nothing to work

on. These figures are kept at this office for the information of the Wage Committee elected by the members to settle the wage questions. President Siemer will be glad to explain figures received on costs during his visits to the locals.

The following resolution was read from the Twin City local, Texarkana, Tex.:

Texarkana, Texas.

To the officers and members of the National Window Glass Workers:

The members of the Texarkana, Texas, local request that the following Resolution be submitted for referendum action:

Be it resolved, that on and after the passage of this Resolution that the President and Wage Committee be authorized to issue to any manufacturer a wage scale to operate from October 1st to May 29th, and during this working period the Three Shift System be enforced.

This has been read at a special meeting of the Twin City Local of Texarkana, Tex., on the 29th of October, and approved as read by this local.

Moses J. Bell. Calvin Westcott. B. Vogleman, C. P.

It will be noted from this Resolution that it specifies that a wage scale be issued to any manufacturers wishing to operate from October 1st to May 29th, but it does not state whether this means during the blast of 1922-23 or 1923-24, and the Executive Board decides to return the resolution in order that it may be made more definite. The Board wishes to inform the members at Texarkana that, if they mean for the blast of 1922-23, their request cannot be complied with as the Wage Committee has agreed with the manufacturers for a two-period system this year and this agreement must be carried out.

The following letter was read from the Doddridge local, West Union, W. Va.:

West Union, W. Va., October 14, 1922.

To officers and members National Window Glass Workers:

At a special meeting of Doddridge preceptorial a motion was unanimously carried that this preceptorial wishes to go on record as indorsing the action of Harding and Model Locals of Fort Smith, Ark., in condemning the action of President and Wage Committee in making the settlement for 1922 and 1923, this to be spread in the official minutes of your next Board meeting.

C. C. Connors, C. P. David D. Fox, L. S.

An explanation to this protest was made in the last issue of the minutes.

A letter was read from Benjamin Lowe, flattener representative on the Wage Committee, advising that he does not intend to work at his trade this period and tenders his resignation. The Executive Board accepts Brother Lowe's resignation and wishes to thank him for the services he has rendered.

A letter was read from Lafe B. Rent, chief preceptor of the Dunkirk local, South Charleston, W. Va., in which he advises that at a meeting held there on October 15th a motion prevailed to request the Executive Board to reconsider its action in making members who have worked at the Thatcher-Wittemore plant, where there was no wage scale in effect, pay a reinstatement fee of \$100. The Executive Board decides that they cannot reconsider this action and chief preceptors are to collect this amount at the rate of \$2.50 per week from members at their local who have worked at the Thatcher-Wittemore plant.

A letter was read from Louis Vincent, Sr., of Danville, Ill., in which he requests that we advise him whether or not the Association is willing to compensate him for the work lost because of the Association stopping John Rassart from blowing. John Rassart is a foreign workman and is not eligible to membership until he becomes a citizen of the United States. The Board decided that this request could not be granted, and also has information to the effect that there is a blower member at Danville whom the company can hire.

A letter was read from Chas. Lunney, chief preceptor of the Baker local, Okmulgee, Okla., in which he advises that D. M. Summers, an apprentice of our Association, and a number of members left Baker Brothers without working notice. Brother Lunney feels that the papers of this apprentice should be cancelled unless he returns to comply with the seven-day notice law. In acting on this request the Board decided that unless Apprentice Summers returns to Ok-[fol. 414] mulgee to work notice, his papers will be cancelled. Chief Preceptor Clarence Reeve, of Wichita Falls, is hereby instructed to give this information to Apprentice Summers.

A letter was read from Edmond Bastin, chief preceptor of the Salem Local, Salem, W. Va., with which he encloses apprentice application of J. B. Leroy to teach Chas. L. Bolle the trade of blowing. Mr. Bolle is a foreign workman, having learned the trade in Belgium, and is not eligible to membership in our Association until he becomes a citizen of the United States. The apprentice application is therefore rejected.

A letter was read from Chief Preceptor Chas. Bartlett, of Leflore local, Poteau, Okla., in which he advises that John L. Moe, who is a gatherer member of the Association, wishes to be transferred to his former trade of flattening, as he has ulcers of the stomach and cannot work as a gatherer. This request was granted.

A letter was read from C. L. Haggerty, who is now employed at the United States Sheet Window Glass Company at Shreveport, La., requesting that the papers granted to him on March 4, 1922, to teach Cecil C. Weekley the trade of cutting, be transferred to another master workman. The Executive Board granted this request and the chief preceptor at the Harding local is authorized to advise Apprentice Weekley of this decision and instruct him to secure another master workman.

A letter was read from Chief Preceptor Chas. Clifford, of the Premier local, Pennsboro, W. Va., with which he encloses petition signed by the cutter members of that local requesting that apprentice papers

be granted to Clifford Wittebort to learn the trade of cutting. This matter was held over because the Premier local sent four applications for outside apprentices, whereas they are only entitled to two, and the Board decided to return all applications in order that the local may decide which two applications are to be granted.

A letter was read from Edmond Bastin, chief preceptor at the Salem local, Salem, W. Va., with which he encloses apprentice application of Leon Langlet to teach Fernand Langlet the trade of cutting. Our records show that Fernand Langlet is a blower member of the Association. The cutter members of the Executive Board decided this request would be granted provided Fernand Langlet will relinquish all claims against the Association until he is admitted as a cutter member.

A letter was read from J. G. Montross, chief preceptor of Utica local, Utica, Ohio, with which he encloses papers that were granted to Walker Wilson to teach Clyde D. Woodlard the trade of gathering December 30, 1921. Brother Wilson asks that these papers be cancelled and the Executive Board decided that this matter should be referred back to the local as the Board ruled in cases where there was dissatisfaction between the master workmen and apprentices, the local should decide whether or not the apprentice papers should be cancelled.

A letter was read from Apprentice Chas. H. Holmes, of Danville, Ill., advising us that his papers were cancelled while he was serving in the army and asks that they be reinstated. He is willing to deposit \$25.00 as an evidence that he will finish learning the trade. This request was granted.

A letter was read from the Premier Window Glass Company, of Pennsboro, W. Va., advising they have purchased the plant of the Pioneer Window Glass Company at Marietta, Ohio, and will operate it during the second period.

A letter was read from Brother Jas. E. Reilly, of Huntington, W. Va., in which he makes application for the \$50.00 that was paid to members in good standing. Our records show that Brother Reilly did not have his reinstatement fee paid in full on October 1, 1921, when he made application for the loan and consequently his request was refused. Later the Board decided that anyone who was in good standing on January 4, 1922, would be entitled to the \$50.00. Brother Reilly had paid his fee before that date but did not know of the change in the ruling and therefore did not receive the \$50.00. The Board decides that Brother Reilly should be paid the \$50.00.

A letter was read from Earl M. Welser, of East Akron, Ohio, with which he encloses note that was sent to him while we were paying out the loan. Brother Weleer states that just before he received the note to be signed for the \$50.00, he secured work and concluded not to take the \$50.00 out of the treasury. In acting on this matter, the Board decided Brother Welser was fair in this matter and he should be sent a check for \$50.00.

Adjourned at 6:00 P. M. to meet at 9:00 A. M. November 5th.
Thomas Reynolds, Secretary.

Sunday November 5th.

The Executive Board reconvened at 9:00 A. M. with President Siemer in the chair and all members present.

The case of Daniel Stites, who reported at Sistersville, W. Va., and found no place, was taken up and the Executive Board decides that, inasmuch as Mr. Scohy had no place for him and kept him there for two weeks, he is entitled to \$50.00.

It will be recalled that the Executive Board ruled that any master workman who rescued an apprentice during the outside grant that was made during the blast of 1919 and said apprentice did not wish to learn the trade, the master workman was eligible to another apprentice. Quite a number of members took advantage of this ruling and secured other apprentices. The Board now decides that all apprentices who were granted at that time have served their three-year apprenticeship and should become members of the Association and that no more substitutes will be granted.

Brother Berger, cutter member of the Board, asked if August Peterson, who learned the trade of gathering at Stockton, Cal., when they were operating without the scale of our Association, could be admitted to membership. In acting on this question the Board decides that, inasmuch as we have taken back the members at Stockton, Mr. Peterson can be admitted to membership provided he is a practical workman, upon the payment of \$100.00 initiation fee and the \$61.40 advanced to him by Brother Thomas during the trouble at Stockton.

The following Local Officers were confirmed:

Alliance Local

Octave Barcart	G. C. P.	Jules F. Mayer	C. L. S.
August Clavier	G. A. P.	Henry Lambillotte	G. A. P.
Adhemar Thibaut	C. A. P.	Paul Schmidt	F. A. P.

Baker Local

Chas. Lunney	B. C. P.	Jos. Longtoft	G. L. S.
Harry Mickel	B. A. P.	John Frankle	G. A. P.
R. W. Boles	C. A. P.	Geo. Krieger	F. A. P.

Blackford Local

Joe. Bauer	B. C. P.	Otis Roy	G. L. S.
Mike Higgins	G. A. P.	John Wenzel	C. A. P.
John Areq	F. A. P.		

Buckeye Local

Louis Schultz	B. C. P.	Jos. Slight	B. L. S.
Benny Hann	G. A. P.	Benny Sheppard	G. A. P.
Jules Faux	C. A. P.	Clarence Floyd	F. A. P.

Doddridge Local

C. C. Connors	B. C. P.	D. D. Fox	G. L. S.
Henry Jones	G. A. P.	Gardner Bosley	G. A. P.
Claude Oliver	C. A. P.	Orla Etchison	F. A. P.

Dunkirk Local

Lafe B. Rent	G. C. P.	Wm. Baride	B. L. S.
Emile Loriaux	G. A. P.	John Ames	G. A. P.
J. E. Michels	C. A. P.	Fred Wolf	F. A. P.

Elk Run Local

Adolph Wazelle	B. C. P.	Casper Kopp	B. L. S.
Fred Wazelle	G. A. P.	Frank Caventer	G. A. P.
Roger Andre	C. A. P.	Emile Michel, Jr.	F. A. P.

Federated Local

Ralph Heathcote	B. C. P.	Ralph Heathcote	B. L. S.
J. C. Bennett	G. A. P.	Rene Vandermess	G. A. P.
Peter Raymond	C. A. P.	Jules Charboureil	F. A. P.

Fredonia Local

W. E. Stewart	G. C. P.	Chas. Cashdollar	B. L. S.
Mark Joyce	G. A. P.	Geo. Reiff	G. A. P.
Emile Chausteur	C. A. P.	James Brady	F. A. P.

Harding Local

Wm. Archer	B. C. P.	J. L. Marts	B. L. S.
Walter Ackerson	G. A. P.	Larry Stevenson	G. A. P.
Arthur Perkins	C. A. P.	Fred Hoganmiller	F. A. P.

Hermosa Local

B. D. Hart	B. C. P.	J. W. Blaine	B. L. S.
E. Duncan	B. A. P.	Nat King	G. A. P.
Harry Williams	C. A. P.	Frank Stith	F. A. P.

Independent Local

Jules Soohy	B. C. P.	Jno. Saladin	G. L. S.
W. M. Shihler	G. A. P.	Geo. Collier	G. A. P.
Peter Raspilliare	G. A. P.	Bert Osburn	F. A. P.

Jeannette Local

Oscar Vandermess	G. C. P.	A. E. Rogers	B. L. S.
Wm. Hager	G. A. P.	Gaston Moutiere	G. A. P.
Leon Suan	C. A. P.	Victor Henry	F. A. P.

Lafayette Local

Chas. H. Axton	B.	C. P.	Frank Gregoire	B.	L. S.
August Dussart	G.	A. P.	Adolph Stenger	G.	A. P.
Chas. Moine	C.	A. P.	James Smith	F.	A. P.

Leflore Local

Chas. Bartlett	B.	C. P.	Harry Corwin	G.	L. S.
Jess A. Shuler	G.	A. P.	Tim O'Toole	G.	A. P.
J. B. Landgraff	C.	A. P.	Jno. Ostrowski	F.	A. P.

Osage Local

J. H. Welsh	G.	C. P.	Matt Riddle	B.	L. S.
Mark H. Stalcup	G.	A. P.	Sam Knight	B.	A. P.
Chas. Grapevine	C.	A. P.	Jos. Burridge	F.	A. P.

Norwood Local

Louis Saas	B.	C. P.	Geo. Gregoire	G.	L. S.
Jules Malfregeot, Jr....		A. P.	Jules E. Henry	G.	A. P.
Jos. Powell	C.	A. P.	Ed. Lewark	F.	A. P.

Patterson Local

Hugh Pollock	G.	C. P.	J. A. Wisner	G.	L. S.
Henry Metz	G.	A. P.	Wm. Peters	G.	A. P.
Ernest Ferling	C.	A. P.	Wm. C. Fry	F.	A. P.

Premier Local

Chas. Clifford	B.	C. P.	Geo. Ernst	B.	L. S.
Albert Perry	G.	A. P.	Jos. Forthome	G.	A. P.
Jules Bieffness	C.	A. P.	Jos. Bogar	F.	A. P.

Quertinmont Local

Clarence Hixenbaugh	B.	C. P.	James Kellett	G.	A. P.
John Woodward	B.	A. P.	F. R. Cox	F.	A. P.

Royal Local

Wm. Baird, Jr.....	B.	C. P.	Samuel Parke	G.	L. S.
Conrad Kleinhenz	B.	A. P.	W. Peterson	G.	A. P.
Jesse Haube	C.	A. P.	Wm. Shenkle	F.	A. P.

Salem Local

Elmond Bastin	B.	C. P.	Alfred Laurent	G.	L. S.
Desire Bourmocq	B.	A. P.	Emile Tamenne	G.	A. P.
René Phillipart	C.	A. P.	Daniel Deffet	F.	A. P.

Sunflower Local

Aramis Joris	G.	C. P.	Leon P. Wery	G.	L.S.
Sid Iwicki	G.	A. P.	Thos. A. McLain	G.	A.P.
James Grant	C.	A. P.	Harry Kerr	F.	A.P.

Torrance Local

Wm. G. Phillips	B.	C. P.	Wm. Recktenwald	G.	L.S.
Daniel Webb	G.	A. P.	Chas. Batsch	G.	A.P.
Chas. Rufing	C.	A. P.	Jno. Alexander	F.	A.P.

Twin City Local

Bernice Vogleman	B.	C. P.	Calvin Westcott	G.	L.S.
James Bassett	B.	A. P.	Jos. Hegmann	B.	A.P.
Arthur Jean	C.	A. P.	Leon Sortet	F.	A.P.

Utica Local

J. G. Montross	B.	C. P.	R. H. Atkinson	B.	L.S.
Wm. A. Davis	G.	A. P.	Chas. Allen	G.	A.P.
F. P. Bennett	C.	A. P.	Harry Fees	F.	A.P.

Wichita Local

Clarence Reeve	B.	C. P.	Frank W. Rydberg	G.	L.S.
W. Gouchie	G.	A. P.	Neal Webb, Jr.....	G.	A.P.
Orville Carpenter	C.	A. P.	Jas. Speelman	F.	A.P.

Illinois Local

Vance Davis	B.	C. P.	Arthur Legros	B.	L.S.
John Vernay	B.	A. P.	Emile Delmont, Jr....	G.	A.P.
Henry Stassart	C.	A. P.	Emile Sortet	F.	A.P.

The following apprentice papers were cancelled:

Carlton A. Funk, granted to Theo. A. Funk, Feb. 5, 1916, per master workman through Chief Preceptor Pollock.

Jno. A. Gouchie, granted to Reeves Souders Dec. 2, 1916, per master workman through Chief Preceptor Pollock.

Jas. S. Jerrell, granted to Jas. S. Jerrell, Sr., March 4, 1916, per master workman through Chief Preceptor Pollock.

Edward Palmer, granted to W. H. Palmer May 5, 1917, per master workman through Chief Preceptor Connors.

Clifford Wittebort, granted to Arthur J. Wittebort, Dec. 3, 1917, per master workman.

[fol. 416] Melvin Nolfe, granted to Harry Daugneaux May 6, 1920, per master workman.

I. O. Osburn, granted to David Culshaw Dec. 4, 1920, per master workman.

Standley Furley, granted to Rufus Furley, March 6, 1920.

Eugene Criner, granted to Gaspard Criner April 2, 1920.

The following apprentice applications were granted:

David Culshaw to teach Bruce Reed the trade of gathering at the Lafayette local, Clarksburg, W. Va. This application was granted under the September, 1919, ruling of the Executive Board.

Regular Apprentices

William G. Klein to teach his son the trade of gathering at the Le Flore local, Poteau, Okla.

Hugh McCandrew to teach his son, Harold McCandrew, the trade of gathering at the Lafayette local, Clarksburg, W. Va.

James Smith to teach John Bennett the trade of flattening at the Lafayette local, Clarksburg, W. Va. Brother of a flattener member of the Association.

Lavere Andrus to teach his brother, Glenn Andrus, the trade of blowing at the Harding local, Fort Smith, Ark.

Joseph Flynn, Sr., to teach his son, Louis E. Flynn, the trade of gathering at the Twin City local, Texarkana, Tex.

Enoch E. Smith to teach Clarence E. Mahle the trade of gathering at the Fredonia local, Fredonia, Kans. Son of a member.

Sylvan Cornell to teach his son, Maurice Cornell, the trade of gathering at the Torrance local, Torrance, Cal.

Frank Wise to teach George V. Baylor the trade of gathering at the Fredonia local, Fredonia, Kans. Brother of a gatherer member of the Association.

George Stephen to teach his son, Grant Stephen, the trade of gathering at the Norwood local, Clarksburg, W. Va.

J. Emil Miller to teach his son, Mark Miller, the trade of blowing at the Dunkirk local, South Charleston, W. Va.

Leon Langlet to teach his brother, Fernand Langlet, the trade of cutting at the Salem local, Salem, W. Va.

Carl Reimertz to teach James E. Quigley the trade of gathering at the Independent local, Sistersville, W. Va. Son of a member.

Special Grant

Salem Local—Salem, W. Va.

Edmond Le Roy to teach Claude A. Lewis the trade of blowing.

Joseph Gueulette to teach Carl E. Willis the trade of flattening.

Oscar Carena to teach Frank Duffet the trade of cutting.

Torrance Local—Torrance, Cal.

Jacob Tarr to teach Edward Heinzman the trade of blowing.

Leslie Paxton to teach James Yerick the trade of blowing.

Wm. G. Phillips to teach Charles Cripe the trade of gathering.

H. H. Jacobs to teach Clarence C. Cochran the trade of blowing.

Joseph C. Beebe to teach Ralph George the trade of cutting.

Charles A. Morrow to teach Frank Goossen the trade of flattening.

Baker Brothers Local—Okmulgee, Okla.

Joseph Longtoft to teach John Thorman the trade of gathering.
 Edmond Lefevre to teach Peter Flint the trade of gathering.
 J. H. Reynolds to teach Johnas Hobbs the trade of gathering.
 Sylvester Helton to teach Loren R. Brown the trade of gathering.
 Gus Geneaux to teach Ernest Geneaux the trade of cutting.

Doddridge Local—West Union, W. Va.

August Ashton to teach Lawrence Moffatt the trade of blowing.
 John B. Sherman to teach William R. Friend the trade of blowing.
 Orla E. Etchison to teach William F. Reed the trade of flattening.

Premier Local—Pennsboro, W. Va.

Le Roy Jordan to teach Grant Harris the trade of gathering.
 Louis Best to teach Fred Garrison the trade of blowing.
 Boyd Nickel to teach Floyd May the trade of gathering.
 W. C. Spurlock to teach John Jones the trade of gathering.
 Joseph Boger to teach Guy Kline the trade of flattening.

Dunkirk Local—S. Charleston, W. Va.

Albert Rice to teach Charles E. Hayes the trade of blowing.
 Charles F. Reed to teach Arnold Lanier the trade of blowing.
 Ross Lotshaw to teach Charles R. Johnson the trade of blowing.
 William H. Barido to teach Edward J. Hanna the trade of blowing.
 Gayle R. Michels to teach Herman Bailey the trade of cutting.
 W. H. Were to teach Albert Titus the trade of cutting.

Patterson Local—Cameron, W. Va.

Willis A. Jackley to teach Henry Hart the trade of gathering.
 [fol. 417] John E. Ackerson, Jr., to teach Paul L. Floyd the trade of gathering.

Ernest Ferling to teach Harrison M. Gosney the trade of cutting.

Norwood Local—Clarksburg, W. Va.

Amos J. Scory to teach Perry Smith the trade of blowing.
 Edward Saas to teach Robert Davis the trade of gathering.
 Roger Roberts to teach Harrison G. Griffith the trade of gathering.
 Joseph Mick to teach Raymond L. Collins the trade of gathering.
 Joseph V. Louliette to teach James Presley Foster the trade of flattening.

Paul G. Schmidt to teach Eugene L. Criner the trade of cutting.

Charles Rolland, Jr., to teach Albert Malfrogeot the trade of cutting.

Fredonia Local—Fredonia, Kans.

Joseph H. Yetka to teach Emil Gragret the trade of gathering.
 Edward Bitters to teach Jake Freeman the trade of blowing.
 Harry Hudsmith to teach Doakie Reynolds the trade of gathering.
 George Reiff to teach Fred Jones the trade of gathering.
 Eugene Williams to teach Charles Boone the trade of gathering.
 Harry Lutes to teach Bert Olinger the trade of cutting.
 E. W. Shuler to teach Clarence I. Mount the trade of cutting.
 Lorenzo Brady to teach Charles Henry Richardson the trade of flattening.

Elk Run Local—Punxsutawney, Pa.

Abe Wazelle to teach Ralph Cochran the trade of gathering.
 Adolph Wazelle, Jr., to teach Jules Vanbochestal the trade of gathering.
 Achile Columbin to teach Paul Barriat the trade of gathering.
 Michael Albanito to teach Norris Young the trade of flattening.

Sunflower Local—Sapulpa, Okla.

Fred Smith to teach John McKenzie the trade of gathering.
 Elmer L. Berger to teach John Sledge the trade of gathering.
 Frederick Wilson to teach Robert McWharter the trade of blowing.
 Ivan R. Johnson to teach Frank Busby the trade of flattening.
 P. J. Schmidt to teach Edward Anderson the trade of cutting.

Lafayette Local—Clarkesburg, W. Va.

August Dussart to teach Fleming Kidd the trade of gathering.
 A. G. Home to teach Hall Bennett the trade of flattening.

Independent Local—Sistersville, W. Va.

Harry Morris to teach Neil E. Riggs the trade of gathering.
 Alfred Dumont to teach William Bowen the trade of gathering.
 Raymond Seohy to teach Walter Riggs the trade of cutting.
 Jacob Shock to teach Jess J. Fox the trade of flattening.

Twin City Local—Texarkana, Tex.

Moses J. Bell to teach Lora Bailey the trade of gathering.

Le Flore Local—Poteau, Okla.

William Neenan to teach George Burr Rogers the trade of gathering.
 Kelsey Hunt to teach Arthur Jackson the trade of gathering.
 Timothy J. O'Toole to teach Willard H. Lowrey the trade of blow-

John A. Dietrich to teach V. A. Wilson the trade of gathering.
 Jim A. Shuler to teach Robert Wright the trade of gathering.

The following death claims were approved and ordered paid:

Edward J. Tallon, member of the Norwood local, Clarksburg, W. Va., died October 19, 1922.

Howard H. Denny, member of the Penn local, Pennsboro, W. Va., died October 22, 1922.

Mrs. Anna Ashton, wife of Brother James Ashton, member of the Torrance local, Torrance, Cal., died October 6, 1922.

Mrs. Floyd P. Husted, wife of Brother Floyd P. Husted, member of the Fredonia local, Fredonia, Kans., died October 2, 1922.

The Finance Committee reported having examined all bills and finding them regular, had O. K.'d same.

The Secretary's financial report, which appears on the last page of these minutes, was approved as read.

There being no further business, the Board adjourned at 12:45 to meet again December 2nd, at 2:00 P. M.

Thomas Reynolds, Secretary.

[fol. 418]

Special Notice

In accordance with Article 6, of the Wage Scale, preceptors are hereby notified that a vote of the membership is to be taken at the earliest opportunity on the revision of the wage scale, and the result is to be forwarded to headquarters by mail.

Preceptors are hereby notified to call a Special Meeting on Saturday, November 18th, or Sunday, November 19th, for the purpose of voting on the revised Constitution and By-Laws as provided for in the Erie Resolution.

The following members are indebted to the Baker Brothers Glass Company, Okmulgee, Okla., and preceptors are hereby instructed to collect from their earnings at the rate of \$2.50 per week:

Clyde Woodward	\$86.95
J. B. Wysner	61.97
Frank Cronin	94.00
Thomas Davis	33.49
S. M. Law	66.90
Alex. Phillips	74.34
Ralph Potts	58.19

The following members left the employ of Baker Brothers Co. without working a notice and owing the company the following amounts:

D. M. Summers	\$45.00
Harry Grover	10.00
H. G. Smallwood	38.68
Paul Schmidt	112.56
Sam Malcolm	10.69
Jas. Pye	

D. M. Summers is an apprentice of this Association. We insist that the Preceptors of the locals where these men are now employed

see to it that they return to Okmulgee for the purpose of working out a notice.

In addition to the \$10.00 owed by Harry Grover he secured transportation from the company from New York, and used it as far as Cleveland.

I ask that the Preceptors give strict attention to collecting from the earnings of these members.

At the last meeting of the Executive Board it was decided that the Association should assist the companies in prosecuting members who secure money under false pretense and I hope the Preceptors will assist us in these matters. If these members continue to make a practice of securing money from companies and not reporting for work it will be detrimental to the interests of other members who wish to be fair in matters of this kind.

The following members left the employ of the Sunflower Glass Company, Sapulpa, Okla., without working notice and owing the company the amount opposite their name. Preceptors are hereby instructed to collect \$2.50 from the earnings of these members each week without fail:

Charles Kohn	\$20.99
Emile Williams, Jr.	13.86
C. Bernard	32.56
Joseph Carvill	24.42
F. T. Stith	72.57
C. E. Jacobs	61.54
John Byrnes	14.07

The following men are indebted to the companies under whose name they are listed, and Preceptors are hereby instructed to collect from the earnings of these members at the rate of \$2.50 per week until these amounts are paid in full:

National Glass Co., Shreveport, La.

Joe Armstrong	\$18.45
Jack Burkett	15.00
August Flament	16.58
William Klein	55.00
George Soper	26.17
Al Winters	26.58
Theo. Bloom	15.10
Joe Dixon	25.00
Geo. Holzer	28.14
John P. Smith	14.89
Robert Stassin	40.00
Jon. Wachtler	70.00

Big Horn Glass Co., Lovell, Wyo.

A. C. Barnard	\$49.13
Emile Brigode	49.88
M. E. Joyce	43.74
Gay Morgan	49.68
William Bennett	49.13
B. Housand	49.89
M. A. Keifer (Mike)	84.50

[fol. 419] *Receipts for Month of October, 1922*

5. Hermosa Glass Co., 2% assessment due in 1920	\$19.04
7. Redeposit from Board Meeting expense	133.40
10. Chas. Axton, C. P. (Lafayette), initiation fee John Co-burn	25.00
16. Guardian Savings & Trust Co., interest on Liberty Bonds	531.25
Union Trust Co., transferred to checking fund	3,000.00
17. Adolph Wazelle, C. P. (Elk Run), initiation fee Emile Dangotte	25.00
Hugh J. Pollock, C. P. (Patterson), 2% for 4 days ending October 7th	19.01
18. Sunflower Glass Co., refund of amount expended on telegrams to secure men for company	47.25
20. Bernice Vogleman, C. P. (Texas), 2% week ending October 6th	58.27
23. W. E. Stewart, C. P. (Fredonia), 2% 3 days ending October 6th	30.62
H. J. Pollock, C. P. (Patterson), 2% week ending October 14th	51.17
Chas. Lunney, C. P. (Baker), 2% 4 days ending October 6th	29.64
Aramis Joris, C. P. (Sunflower), 2% 10 days ending October 12th	64.21
24. C. C. Connors, C. P. (Doddridge), 2% 4 days ending October 12th	25.07
26. Wm. Archer, C. P. (Harding), 2% 11 days ending October 13th	126.00
Octave Becart, C. P. (Alliance), 2% period ending October 12th	43.00
Adolph Wazelle, C. P. (Elk Run)—	
2% week ending October 3rd	\$60.06
Initiation fee, Raymond Faux	25.00
	85.06
27. Wm. G. Phillips, C. P. (Torrance), 2% 4 days ending October 13th	38.70
Bernice Vogleman, C. P. (Twin City), 2% week ending October 13th	64.46
W. E. Stewart, C. P. (Fredonia), 2% week ending October 13th	90.73

28. Chas. Reeves, C. P. (Wichita), 2% period ending October 13th	12.95
Chas. Bartlett, C. P. (Leflore), 2% 2 weeks ending October 21	77.40
30. Louis Saas, C. P. (Norwood), initiation fee C. Strothers	25.00
Hugh Pollock, C. P. (Patterson), 2% week ending October 21st	52.14
Aramis Joris, C. P. (Sunflower), 2% week ending October 19th	58.09
	<hr/>
	\$4,727.18

Expenditures for Month of October, 1922

2. F. W. Roberts Co., office supplies.....	\$14.14
Standard Printing Co., local supplies and circulars.....	88.00
Public Square Improvement Co., office rental for October	176.00
J. Emile Miller, L. S. (Camp), 1 1/4 due.....	15.00
Geo. Leonard, C. P. (Jeannette)—	
Geo. Leonard, C. P., 1/4 due.....	\$6.75
Local expense .....	.70
	<hr/>
3. Jerry Mack, C. P. (Reliance)—	7.45
Jerry Mack, C. P., 1/4 due.....	\$7.50
Harry Skidmore, L. S., 1/4 due.....	7.50
Local expense	1.50
	<hr/>
Ohio Bell Telephone Co., September service.....	16.50
Standard Printing Co., additional local supplies.....	65.33
5. Twin City Glass Co., to apply on amount owed by J. Mondron	51.50
6. Executive Board expense	5.00
J. M. Siemer, salary less 2% week ending October 7th	700.00
Thos. Reynolds, salary less 2% week ending October 7th	94.28
Stenographic service week ending October 7th.....	75.39
9. Mrs. Jas. R. Joyce, death benefits Jas. R. Joyce.....	52.00
Frank W. Green, death benefits Mrs. Jessie Green.....	300.00
Postage	200.00
Herbert Thomas, traveling expense in re indictment..	50.00
Postal Telegraph Co., September service.....	50.00
Bowers & Buehler, 100 copies of publication.....	1.82
10. G. S. Anderson, C. P. (Harding)—	25.00
Hall rent	\$18.00
Local expense .....	.75
	<hr/>
	18.75

J. G. Montross, C. P. (Utica)—			
J. G. Montross, C. P., to Sept. 25th.....	\$12.00		
Chas. Albright, L. S., to Sept. 25th.....	12.00		
Expenses in re case against Licking Co.—			
J. G. Montross, lost work.....	3.50		
Service	3.00		
Per Diem	3.00		

			33.50
Chas. Lunney, C. P. (Baker)—			
Chas. Lunney, C. P., to Sept. 25th.....	\$10.50		
Jos. Longtoft, L. S., to Sept. 25th.....	10.50		
Local expense	1.00		

			22.00
Thos. Pommellette, C. P. (Superior), local expense....	1.52		
11. J. B. Weaver, C. P. (Erie), hall rent.....	19.20		
13. W. E. Stewart, C. P. (Fredonia)—			
W. E. Stewart, C. P., $\frac{1}{4}$ due.....	\$12.00		
Local expense	1.00		

			13.00
Louis Saas, C. P. (Norwood)—			
Louis Saas, C. P., $\frac{1}{4}$ due.....	\$10.50		
J. F. Spires, L. S., $\frac{1}{4}$ due.....	10.50		
Hall rent	8.50		
Local expense .....	.52		

			30.02
American R. R. Express Co., expressage on local supplies.....			16.87
Robert Tabron, C. P. (Model), fee due.....			3.00
Thos. McLain, C. P. (Empire)—			
Thos. McLain, C. P., fee due.....	\$3.00		
Local expense	1.75		

			4.75
Camile Biron, C. P. (Sunflower)—			
Camile Biron, C. P., fee due.....	\$3.75		
Local expense .....	.60		

			4.35
J. M. Siemer, salary less 2% week ending October 14th			
Thos. Reynolds, salary less 2% week ending October			
14th			94.23
Stenographic service for week ending October 14th...			75.39
16. A. F. of L., per capita tax for August, September and			
October			52.00
Geo. Gregoire, C. P. (Lafayette)—			
Geo. Gregoire, C. P., $\frac{1}{4}$ due.....	\$9.00		
Geo. Lamhiotte, L. S., $\frac{1}{4}$ due.....	9.00		

			18.00

J. M. Siemer, advanced traveling expense.....	50.00
J. G. S. Anderson, C. P. (Harding)—	
G. S. Anderson, C. P., to end of Sept.....	\$6.00
Thos. Adams, L. S., to end of Sept.....	6.00

Davis & Cannon, National and minutes.....	12.00
City Ice & Fuel Co., September service.....	742.90
Western Union Telegraph Co., September service.....	5.75
3. W. J. Peters, C. P. and L. S. (Patterson), to October 4th	379.47
Edmond Bastin, C. P. (Salem), hall rent.....	10.72
9. Jules Scohy, C. P. (Independent)—	30.00
Jules Scohy, C. P., $\frac{1}{4}$ due.....	\$6.00
Dan Stites, L. S., $\frac{1}{4}$ due.....	6.00

	12.00

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Lafe B. Rent, C. P. (Dunkirk)—

Lafe B. Rent, C. P., fee due.....	\$4.75
Wm. Barido, L. S., fee due.....	9.75
Local expense	1.00

A. H. Leach, C. P. (Royal)—

A. H. Leach, C. P., fee due.....	\$3.75
Local expense .....	.25

1. J. M. Siemer, salary less 2% week ending October 21st	94.23
Thos. Reynolds, salary less 2% week ending October 21st	75.39
Stenographic service week ending October 21st.....	52.00
1. C. C. Connors, C. P. (Doddridge)—	

C. C. Connors, C. P., fee due.....	\$6.00
D. D. Fox, L. S., fee due.....	6.00
Local expense	1.80

Marion Clark, advanced transportation.....	13.60
Standard Printing Co., wage scales.....	75.00
Davis & Cannon, minutes.....	135.00
3. Jos. Bauer, C. P. (Blackford)—	48.50

Jos. Bauer, C. P., fee due.....	\$7.50
Hector Dassy, L. S., fee due.....	7.50
Local expense .....	.50

Jos. Forthome, C. P. (Penn)—	15.50
Jos. Forthome, C. P., fee due.....	\$9.00
Local expense .....	.50

27. J. M. Siemer, salary less 2% week ending October 28th	94.23
Thos. Reynolds, salary less 2% week ending October 28th	75.30
Stenographic service week ending October 28th	52.00
Thos. Gray, advanced transportation	75.00
28. B. D. Hart, C. P. (Osage), fee due	6.50
Buckeye Printing Co., production statement blanks, etc	24.25
30. Wilson & Davis, transcribing testimony of F. B. Sayre	4.00
31. Wage Committee expense	1,000.00
Louis Schultz, C. P. (Buckeye) —	
Louis Schultz, C. P., fee due	\$6.75
Jos. Slight, L. S., fee due	6.75
Hall rent	8.00
Local expense	1.60
	23.10
	—————
	\$5,879.37

Summary

Balance in checking fund Oct. 1, 1922	\$1,055.01
Receipts for October, 1922	\$1,727.18
Transfer from reserve fund	3,000.00
	—————
Total	4,727.18
Disbursements for October, 1922	\$5,179.37
Death claims paid Oct., 1922	500.00
	—————
Total	\$5,782.19
Balance in checking fund Nov. 1, 1922	\$102.82

Reserves

Cash balance Oct. 1, 1922	\$84,708.00
Transfer to checking fund Oct., 1922	3,000.00
	—————
Cash balance Nov. 1, 1922	\$81,708.00
Liberty Bonds Nov. 1, 1922	125,000.00
War Savings Stamps Nov. 1, 1922	208.50
	—————
Total reserves, Nov. 1, 1922	\$206,916.50

*Expenses of Wage Committee Meeting Held at Cleveland, Ohio,
October 31 to November 2, 1922*

Edgar Robinson:

Lost work, 5 days.....	\$17.50
Per diem, 5 days.....	15.00
Service, 5 days.....	15.00
Mileage	4.32

	\$51.82

Arthur Pierce:

Lost work, 5 days.....	\$41.41
Per diem, 5 days.....	15.00
Service, 5 days.....	15.00
Mileage	29.60

	\$101.01

Marion Clark:

Lost work, 6 days.....	\$44.46
Per diem, 7 days.....	21.00
Service, 7 days.....	21.00
Mileage	88.80

	\$175.26

George H. Rozzell:

Lost work, 5 days.....	\$30.23
Per diem, 5 days.....	15.00
Service, 5 days.....	15.00
Mileage	29.60

	\$89.83

Thos. H. Gray:

Lost work, 6 days.....	\$64.38
Per diem, 7 days.....	21.00
Service, 7 days.....	21.00
Mileage	91.88

	\$198.26

H. C. Parker, Sr.:

Lost work, 5 days.....	\$50.00
Per diem, 5 days.....	15.00
Service, 5 days.....	15.00
Mileage	4.32

	\$84.32

Harry L. Fees:

Lost work, 5 days.....	\$48.50
Per diem, 5 days.....	15.00
Service, 5 days.....	15.00
Mileage	10.25

	\$88.75

Arthur Wittebort:

Lost work, 5 days.....	\$53.90
Per diem, 5 days.....	15.00
Service, 5 days.....	15.00
Mileage	30.08
	<u>\$113.98</u>

[fol. 421] *Expense of Executive Board Meetings Held at Cleveland,
Ohio, October 6th to 7th, 1922*

J. G. Montross:

Lost work, 3 days.....	\$10.50
Per diem, 4 days.....	12.00
Service, 4 days.....	12.00
Mileage	20.34
	<u>\$54.84</u>

Fred Mayeur:

Lost work, 3 days.....	\$10.50
Per diem, 4 days.....	12.00
Service, 4 days.....	12.00
Mileage	4.10
	<u>\$38.60</u>

Forest Campbell:

Lost work, 3 days.....	\$10.50
Per diem, 4 days.....	12.00
Service, 4 days.....	12.00
Mileage	10.94
	<u>\$45.44</u>

Chas. Brigode:

Lost work, 3 days.....	\$10.50
Per diem, 4 days.....	12.00
Service, 4 days.....	12.00
Mileage	28.72
	<u>\$63.22</u>

George H. Walker:

Lost work, 3 days.....	\$10.50
Per diem, 4 days.....	12.00
Service, 4 days.....	12.00
Mileage	10.94
	<u>\$45.44</u>

George W. Berger:

Lost work, 5 days.....	\$28.00
Per diem, 6 days.....	18.00
Service, 6 days.....	18.00
Mileage	90.98
	<u>\$154.98</u>

Emerson Von Scio:

Lost work	\$.	
Per diem, 4 days.....	12.00	
Service, 4 days.....	12.00	
Mileage	22.18	
	<hr/>	
		\$46.18

Herman Becker:

Lost work, 3 days.....	\$10.50	
Per diem, 4 days.....	12.00	
Service, 4 days.....	12.00	
Mileage	37.96	
	<hr/>	
		\$72.46

Joseph Slight:

Lost work, 3 days.....	\$10.50	
Per diem, 4 days.....	12.00	
Service, 4 days.....	12.00	
Mileage	10.94	
	<hr/>	
		\$45.44

[fol. 422] EVIDENCE: PLAINTIFF'S EXHIBIT NO. 8

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National Window Glass Workers

Headquarters, 1103 Ulmer Building, Cleveland, Ohio

*Minutes of the Executive Board Meeting Held at Cleveland, Ohio,
December 2-3, 1922*

The meeting came to order at 2.00 P. M. with President Siemer in the chair and the following members present: J. G. Montross, Fred Mayeur, blowers; Forest Campbell, Chas. Brigode, gatherers; Emerson Von Scio, Herman Becker, flatteners; Geo. Berger, Geo. Walker, cutters; Jos. Slight, Treasurer.

The following report was submitted by President Siemer:

In accordance with instructions of the Wage Committee issued at the last meeting, I arranged for a conference with the Houze-Convex Glass Company for the purpose of effecting a more definite understanding with reference to the rate of wages and conditions of employment under which our members are employed at that plant at Point Marion in the production of sheet glass by the hand process in various colors and thicknesses. In further accordance with these instructions I appointed Brothers Geo. Rozzell and Arthur Pierce as a sub-committee to act with me in the matter.

This sub-committee and myself met with the members who are employed by the Houze-Convex Company on Saturday, November

11th, for the purpose of deciding on what basis of wages and working rules were desired. The following is the rate of wages in effect at the present time:

Blowers, per roller; triple, \$.50; double, in colors, \$.30; in crystal, \$.26; extra thin, \$.19.

Gatherers, 80% of blowers' wages.

Flatteners, \$1.25 per hour.

Cutters, \$40.00 per week; 10 hours per day.

Blowing sizes; in triple from 42 x 44 to 48 x 44; in double from 42 x 48 to 48 x 48.

Owing to the great amount of wastage in cutting the product, it is impossible to arrive at an equitable basis of payment other than the roller system in the blowing and gathering departments and payment by the hour in the flattening and cutting department.

The two-shift plan of working was in effect without any definite time of starting, the time of starting being determined by the time the glass in the pot was ready to work.

It was decided to make an effort to secure a 15% advance in wage rates and install a three-shift plan of working correspondence as near as possible to the system in vogue in the ordinary window glass branch of the industry.

On Sunday, Nov. 12th, our sub-committee and a committee of the members employed at the plant, met with the management of the company and after discussing the rate of wages and conditions of employment, bringing out facts in accordance with actual results obtained, the members of the committee representing the members employed there agreed that the rate of wages now in effect was fair and equitable and withdrew their demands for a 15% increase. However, they adhered to the demand for a system of working in conformity to the three-shift system in vogue in the common window glass plants as near as can be practically arranged.

It was finally agreed at the joint conference that I was to draw up a scale of wages and working rules to be submitted to the company and our committee for final approval. This agreement is to be the basis of all future agreements entered into with other companies making the same line of work. At present there are three other companies contemplating making practically the same line of wares and they should be governed by whatever agreement is entered into. However, I have found it necessary to delay formulating this proposition until time is available when proper consideration can be given to the matter. However, I believe the matter can be satisfactorily adjusted during the present month. It was understood that the three-shift plan of working was to be introduced at once.

I also wish to report that during the past month I made a visit to the western locals. It is to be regretted that circumstances were of such nature that I was prevented from visiting these locals [fol. 423] in the month of October, as I am quite sure, had I been able to do so, much of the dissatisfaction as expressed in circular letters sent from that district would have been avoided. This is

demonstrated conclusively by the fact that, after I visited these locals during the month of November and openly laid before the members the facts upon which present wages and working conditions are based, practically all who were open to conviction were convinced that their interests have been taken care of to the fullest possible extent, and much of the discontent so manifest in that section has been very materially allayed.

Unfortunately there are many facts entering into the negotiation of a wage agreement that cannot be published broadcast. Many of our members feel that they are entitled to know these facts, and I am quite sure that if they knew them and understood them, there would be very little basis for dissatisfaction. However, to pursue such a policy would be detrimental to the best interests of the organization.

In some of the western locals I adopted a plan whereby the local chose a committee to go over these facts with me and in every instance where this plan was followed the committee conferring with me expressed universal satisfaction with the way our affairs are handled. It is my intention to endeavor to visit every local just as soon as I can find time and I would suggest that every local choose a committee with which I can confer before the regular meeting of the members for the purpose of giving them what information I can concerning facts controlling conditions of employment at the present time. I feel that this is as far as we should go in the matter of broadcasting information that is of a more or less confidential nature, and necessarily must be so if the sources of this information are to continue available. There is no doubt that, if the various locals will avail themselves of the opportunity to select a committee of members who are able to understand a proposition when it is presented to them and before which I will be given an opportunity to lay openly many facts, practically all of the dissension that is based upon misunderstanding of the fundamental principles governing the conditions of employment can be and will be displaced by universal satisfaction based upon understanding. Misunderstanding invariably leads to dissatisfaction and dissolution while understanding invariably leads to harmony and progress. Let us have understanding and harmony and I assure you we will make progress.

While visiting the western locals, Preceptor Hart of Hermosa Beach, California, reported that the cutters there were asking for a 17½ per cent increase above the rate of wages. No intimation was given as to the basis for these demands, but later Brother Hart wired that the company there was paying a guarantee to the blower of \$87 per box and specifying a guarantee that was being paid for various ones in double strength, and the gatherers and flatteners were receiving 80% and 27%, respectively, of the blowers' guarantee. After receiving this information I immediately decided that the cutters were making a demand for the same relative increase as these figures would figure above the minimum price specified for the blower, which is \$74 per box, and which would figure an increase of 17½%.

I therefore wired Brother Hart as follows:

In accordance with Article twenty-eight, cutters must be paid same relative increase that blowers are paid above general average of 80c per box single strength and \$1.20 per box double strength. Adm' cutters remain at work; we will insist they receive fair share of any guarantee above scale averages. Letter following explaining in full. I will be at Wichita Falls Thursday, Okmulgee Wednesday.

The above ruling is based upon the following facts: According to the statistics compiled at our office, the blower should receive on an average, 80c. per 100 foot box at the wages in effect at the present time. If the blower is receiving a guarantee of 87 cents per box, he is receiving 8½% above the general average of the S. S. blowers' earnings, and, as provided in Article twenty-eight of the wage scale, the cutter is entitled to the same relative increase, namely 8½%. However, this would only apply in cases where there is a general guarantee being paid and not in case of a guarantee being paid for a special size.

According to statistics at our office, the double strength average earnings at the wages in effect at the present time should be \$1.20 per 100-ft. box for the blower on all places and sizes. Should the guarantee on the various D. S. places bring the general average for all D. S. places combined above \$1.20 per box to the D. S. blower, then the same relative increase must be paid to the D. S. cutter.

To illustrate: Should the guarantee on D. S. average \$1.32 per box, which would be 10% above the average of the country, then the cutter would be entitled under the provisions of Article twenty-eight to a like increase. The D. S. average for the plant would be arrived at by adding up the amounts specified as a guarantee on the various places and dividing the sum by the number of D. S. places.

Believing the above statements constitute a fair and equitable interpretation of the provisions of Article twenty-eight of the Wage Scale I instructed Chief Preceptor Hart to insist upon them being placed in effect and notified him where I would be on the different dates during my visit to the western locals so that he could get in communication with me if these interpretations were not placed in effect. As I received no further communications from Brother Hart with regard to this matter, I presume it has been adjusted.

The above report was concurred in by the Executive members.

Mr. Howard Baker, who is interested in the plants at Okmulgee, Okla., and Augusta, Kans., appeared before the Executive Board and [fol. 424] stated that his company was not sure whether or not they could secure sufficient gas to operate the plant at Augusta and requested that it be changed to the first period and that the Sunflower Company at Sapulpa, Okla., now in operation, be permitted to operate in the second period in place of the Augusta plant. He further stated that he was willing to have the Augusta plant placed in the first period of next year because they are sure they can secure a sufficient supply of gas during that period. After Mr. Baker made his explanation he retired to give the Board an opportunity to talk over the matter before taking any definite action on the request.

The Executive Board was advised that we had a number of similar requests from other companies. These requests were all read and considerable discussion ensued. Brother Becker made a motion, seconded by Brother Campbell, that the question of granting these concessions be referred to the Wage Committee. A Yea and Nay vote was called for and Brothers Becker, Campbell, Von Scio and Walker voted in favor of the motion while Brothers Berger, Brigode, Montross and Mayeur voted against it. It was therefore a tie vote and became the duty of the President to cast the deciding vote. The President stated that heretofore the Executive Board decided these questions and he felt it was their duty to decide them now instead of referring them to the Wage Committee and he voted against the motion. It was then regularly moved and seconded that these requests be laid on the table.

The following is the vote cast for the revisions in the Constitution and By-Laws:

1. Article I, Constitution—For 703, against 872 (Lost).
2. Article II, Constitution—For 735, against 822 (Lost).
3. Article V, Constitution—For 945, against 594.
4. Article VI, Constitution—For 1,009, against 520.
5. Article VIII, Constitution—For 989, against 541.
6. Article I, Section 1—For 938, against 579.
7. Article VIII, Section 1—For 810, against 747.
8. Article XIV, Section 1—For 991, against 564.
9. Article IV Section 2—For 1,037, against 480.
10. Article V, Section 2—For 916, against 587.
11. Article IX, Section 2—For 899, against 614.
12. Article IV Section 3—For 720, against 842 (Lost).
13. Article VII, Section 4—For 1,010, against 472.
14. Article III, Section 5—For 1,018, against 460.
15. Article IV, Section 5—For 1,004, against 491.
16. Article V, Section 5—For 1,054, against 442.
17. Article XI, Section 5—For 910, against 575.
18. Article IV Section 6—For 800, against 641.
19. Article I, Section 7—For 972, against 466.
20. Article II, Section 7—For 914, against 527.
21. Article III, Section 7—For 993, against 457.
22. Article IV, Section 7—For 985, against 446.
23. Article V, Section 7—For 976, against 441.
24. Article VI, Section 7—For 979, against 465.
25. Article VII, Section 7—For 965, against 458.
26. Article I, Section 8—For 947, against 487.
27. Article II, Section 8—For 929, against 527.
28. Article V, Section 8—For 954, against 474.
29. Article VI, Section 8—For 917, against 552.
30. Article VII, Section 9—For 1,011, against 446.
31. Article I, Section 12—For 995, against 456.
32. Article VII, Section 12—For 958, against 483.
33. Article I, Section 13—For 1,018, against 450.
34. Article II, Section 13—For 1,011, against 453.

35. Article III, Section 13—For 961, against 501.
36. Article IV, Section 13—For 946, against 518.
37. Article V, Section 13—For 967, against 505.
38. Article VI, Section 13—For 918, against 522.
39. Article I, Section 14—For 1,038, against 433.
40. Article II, Section 14—For 1,026, against 439.
41. Article VII, Section 14—For 1,032, against 450.

All of the revisions made by the Wage Committee and Executive Board in joint session were voted upon favorably by the membership with the exception of Articles 1 and 2 of the Constitution and Article 4, Section 3, of the By-Laws.

Article 1 of the Constitution specified that the name of the organization be changed to "National Sheet and Window Glass Workers." This article was defeated and the organization will continue to be known as The National Window Glass Workers.

Article 2 of the Constitution specified that the membership should be composed of practical window and sheet glass workers. This article was defeated and therefore no one other than practical window glass blowers, gatherers, cutters and flatteners can be admitted to membership.

Article 4, Section 3 of the By-Laws specified that members who worked at the trade until they attained the age of fifty-five years and then left should pay \$5.00 per year for each year they were not actively engaged at the trade. This article was defeated and therefore members who are actively engaged at the trade until they reach the age of fifty-five years and all members who had reached the age of fifty-five years and were actively engaged at their trades on February 5, 1916, are considered in permanent good standing so long as they do not violate any of the provisions of either the Wage Scale or By-Laws.

The new laws become effective January 1st, 1923.

Article 4 of the Constitution was revised and voted upon favorably and after January 1st, 1923, will be effective. This article will then read: "The National officers of the Association shall consist of the President, Secretary, Treasurer, Executive Board (two members from each trade), Trustees (one senior member of the Executive Board in point of service from each trade), and Wage Committee (two members from each trade.)

This means that the term of our present Trustees will expire on December 31, 1922, and that the four senior members of the Executive Board will be installed as Trustees. The present Trustees will be called in to attend the next session of the Executive Board in order to complete the affairs for the six months ending December 31, 1922. It is not as yet decided when the Board will meet, but the Trustees will be notified as to when to report at headquarters.
[fol. 425] The following is the vote cast on the revision of the Wage Scale:

	For	Against
Baker Bros. Local, Okmulgee, Okla.	22	4
Blackford Local, Vincennes, Ind.	37	3
Dunkirk Local, S. Charleston, W. Va.	50	11
Harding Local, Fort Smith, Ark.	28	12
Independent Local, Sistersville, W. Va.	Unan.	
Lafayette Local, Clarksburg, W. Va.	Unan.	
Osage Local, Independence, Kans.	Unan.	
Norwood Local, Clarksburg, W. Va.	Unan.	
Patterson Local, Cameron, W. Va.	18	1
Royal Local, Grafton, W. Va.	16	4
Torrance Local, Torrance, Calif.	Unan.	
Utica Local, Utica, O.	Unan.	

A letter was read from our attorney, I. L. Broadwin of New York, in which he notifies us of the decision rendered by Judge Westenhaver vacating the subpoena against the organization in Cleveland. This means that there can be no other investigations conducted by the Grand Jury until the case in New York is disposed of. Mr. Broadwin also advises that there is to be a conference of the attorneys in Pittsburgh on the 5th instant and requests that the President and Secretary be in attendance at the meeting.

Correspondence that passed between this office and the Buckeye Window Glass Company was referred to Attorney Broadwin and he advises that the Executive Board acted within its rights in refusing to present our wage scale to the Buckeye Window Glass Company for the next period, as we are duty bound to carry out our agreement with the manufacturers.

The following resolution was read from the Utica local, Utica, Ohio:

Utica, Ohio, Nov. 11, 1922.

To the officers and members of the N. W. G. W.

BROTHERS:

Whereas, There appears to be propaganda circulated among the retail dealers of window glass and the leading architects of the country, to the effect that the hand method of producing window glass has passed out of existence, thereby leading the consumer of window glass to believe that he must accept the machine product,

And Whereas, This propaganda is causing a continued decline in the demand for the hand made product, which in turn is causing our working season to become shorter each year.

And Whereas, If we are to combat this menace it is necessary for us, as hand workers, to start a campaign of advertising that will enlighten the buying public, so that they will know there is not only hand-made glass on the market, but that it is also better glass than the machine-made product.

Therefore Be It Resolved, That the President and Executive Board be authorized to use the funds of the Organization to whatever ex-

tent necessary to carry on a successful campaign of advertising in the interest of hand-made window glass.

J. G. Montross, Chief Preceptor.

This resolution was endorsed by Utica local at a regular meeting held Nov. 11, 1922.

The Board ordered this resolution sent out for referendum action of the membership.

The following resolution was read from the Twin City local, Texarkana, Tex.:

Texarkana, Tex., Oct. 29, 1922.

To the officers and members of the National Window Glass Workers
BROTHERS:

The members of the Texarkana, Texas, local, request that the following resolution be submitted for referendum action:

"Be It Resolved, That on and after the passage of this resolution that the President and Wage Committee be authorized to issue to any manufacturer a wage scale to operate from October 1st to May 29th, 1923-24 and thereafter, and that during this working period the three-shift system be enforced."

This resolution was read at a special meeting of the Twin City local, Texarkana, Tex., on the 29th day of October, 1922, and was approved as read.

Moses J. Bell, Chairman. Calvin Westcott, Secretary. R. Vogleman, Chief Preceptor.

This resolution was ordered out for referendum action of the membership.

The following resolution was read from the Doddridge local, West Union, W. Va.:

West Union, W. Va., Nov. 25, 1922.

To the officers and members of the National Window Glass Workers
BROTHERS:

There is a great deal of dissatisfaction among the flatteners in receiving their 27% of the single strength blowers' 10% differential, claiming they should have 27% of single strength blowers' gross earnings.

Whereas, We, the members of the Doddridge local, feel that their grievance is just and that they should have and are entitled to the 27% of the gross earnings of the single strength blower,

Therefore Be It Resolved, That after the passage of this resolution the Wage Committee demand and use their best efforts to secure 27% of the gross earnings for the flatteners for the next period, and all other wage conferences.

This to be sent out for a popular vote and all laws conflicting with same are hereby repealed.

[fol. 426] This was read and endorsed unanimously at a special meeting of the Doddridge local, held November 25th, 1922.

Auguste Hans, H. J. Burkhardt, Claude Oliver, Committee.
David D. Fox, Local Secretary.

The Board ordered this resolution sent out for referendum action of the members and ballots will only be sent to blowers, gatherers and cutters, as the flatteners do not vote on this question.

The following resolution was read from the Harding local, Fort Smith, Ark.:

Forth Smith, Ark., Oct. 22, 1922.

To the officers and members of the National Window Glass Workers of America.

BROTHERS:

We, the members of the Harding local, believe that the best interests of our Association can be best served if our headquarters were more centrally located between the Eastern and Western factories.

Therefore Be It Resolved, That on and after the passage of this resolution the National Headquarters of the National Window Glass Workers' Association be removed from Cleveland, Ohio, to St. Louis, Mo., and any and all laws conflicting with this resolution be hereby repealed.

D. K. Miller, Chairman; G. T. Shane, Robert Scott, Committee. H. W. Archer, Chief Preceptor.

The Executive Board decided that this resolution should also be sent out for referendum action of the members.

A letter was read from Aramis Joris, Chief Preceptor of the Sunflower local, Sapulpa, Okla., with which he encloses petition signed by the members of that local requesting that a wage scale be given to the Sunflower Company for the second period in order that it may make the production of the Victory plant of Augusta, Kans., as that company advises it is not possible to secure a sufficient supply of gas at Augusta. A letter was also read from Chief Preceptor Chas. Lunney of the Baker local, Okmulgee, Okla., in which he makes the same request. Brother Lunney also advises that it would be more convenient for the members at Okmulgee to have the Sunflower Company operate during the second period, as it is only one hour's ride from Okmulgee to Sapulpa.

A letter was read from John B. Scohy, Secretary of the Independent Company, Sistersville, W. Va., requesting that the wage scale be presented to him in order that he may keep the same tank in operation during the second period as is now in operation.

A petition signed by the members at Poteau, Okla., was read in which they request that a scale be presented to the Le Flore Company to operate during the second period. A letter was also read from the Le Flore Company making the same request.

A letter was read from Lafe B. Rent, Chief Preceptor of the Dunkirk local, Charleston, W. Va., in which he advises that the Charleston Window Glass Company will not operate during the second period and he wishes to know if our scale will be presented to the Dunkirk Company to continue in operation through the second period.

A letter was read from John B. Criner, manager of the Illinois Company, Danville, Ill., in which he requests that a scale be presented to the Illinois Company to continue in operation during the second period.

A letter was read from the Royal Window Glass Company of Gridley, W. Va., requesting that they be granted a scale to operate the same tank now in operation during the second period.

All of these requests were thoroughly discussed and the action of the Executive Board in laying the matter on the table covers all cases.

Adjourned at 8.10 P. M. to meet again December 3rd at 9.00 A. M.
Thomas Reynolds, Secretary

Sunday, December 3rd, 1922.

The Executive Board reconvened at 9.15 A. M. with President Siemer in the chair and all members present.

Correspondence that passed between this office and W. T. Donaldson, Secretary of the Superior Glass Products Company, Huntington, W. Va., with reference to the amount that company owes the Association as 2% assessments, was referred to the Executive Board and on motion it was decided that the Secretary should enter suit against this company for the amount owed.

A letter was read from Chief Preceptor Louis Schultz of the Buckeye local, Columbus, Ohio, in which he advises that the Buckeye local asks for the resignation of Brother H. C. Parker, Sr., cutter member of the Wage Committee. In accordance with Section II, Article 6 of the By-Laws, the office of Brother Parker is declared vacant, as he is not actively engaged at his trade. The Executive Board also decides that the amount overcharged for lost work by Brother Parker be refunded to the organization.

A letter was read from the Jeannette Window Glass Company of Point Marion, Pa., advising that they were short about ten shops and that there is a foreign workman at Point Marion by the name of Jules Wazelle. The company state that it would help them out if we would permit Mr. Wazelle to work spare until some member of [fol. 427] the Association asks for the place.

A similar letter was read from Chief Preceptor Adolph Wazelle of Elk Run local, Punxsutawney, Pa., in which he advises that there is a cutter by name of Oscar Ladreire who is a foreign workman and asks for permission to allow him to work until a member of the organization can be secured.

The Declaration of Intention papers submitted by these men show that Jules Wazelle arrived in this country September 30, 1919, and Oscar Ladreire arrived October 27, 1920. After discussing this question thoroughly the Board decided that foreign workmen who are in this country and can submit Declaration of Intention papers show-

ing that they were in this country on December 2, 1922 shall be permitted to work spare provided such workmen will deposit their initiation fee to show their good faith that they will become members of the Association after they become citizens of the United States. The Board reserves the right to withdraw this ruling at any time. These men must also demonstrate to a committee of our members that they are practical workmen. At the present time we only know of about five foreign workmen who wish to accept places in our plants.

A letter was read from A. G. Marsh of the Blackford local, Vincennes, Indiana, in which he protests the election of apprentices that was held at the Blackford local. Brother Marsh contends that one ballot contained the names of four applicants. The Secretary wrote to Chief Preceptor Bauer for an explanation concerning the election and Brother Bauer forwarded the ballot to the office which Brother Marsh questions and the ballot only contained three names. Inasmuch as the local voted 42 to 3 in favor of counting said ballot, the Board decided to concur in the action of the local in selecting their apprentices.

Adjourned at 12.15 to meet again at 1.00 P. M.

Thomas Reynolds, Secretary.

Sunday afternoon.

The Executive Board reconvened at 1.10 P. M. with President Siemer in the chair and all members present.

A letter was read from W. G. Phillips, Chief Preceptor of the Torrance local, in which he embodies names of a number of members whom he states paid their reinstatement fees before January 4, 1922, and he feels they are entitled to the \$50.00 paid to members in good standing. Our records show that these men did not finish paying their reinstatement fees until February 13, 1922, and the Board ruled at its meeting on June 2, 1922, that anyone who did not make application for the \$50.00 previous to July 1st, 1922, would not be entitled to receive it. The Association paid this money out for fourteen months and every member of the organization had enough time to make application for it before July 1st, 1922. As the men at Torrance did not make application for it, the Executive Board decides that they are not eligible to receive the \$50.00.

A letter was read from Gordon Zellers in which he makes application for the \$50.00 paid to members in good standing. At the Board meeting held December 20, 1921, it was decided that apprentices who were admitted to membership during the first period of that year would not be eligible to receive the \$50.00. Our records show that Gordon Zellers was not initiated until December 18, 1921, and the Board therefore decides that he is not entitled to the \$50.00.

Correspondence that passed between this office and Chief Preceptor Axton of the Lafayette local, Clarksburg, W. Va., and Brothers Chas. Moine, Emile Cornille and J. A. Brasseur with reference to the apprentice that is to be granted in the cutting room at the Lafayette local, was referred to the Board. On motion it was decided that

the cutter apprentice applications from this local should be returned and that, when the cutters of that local conform with the ruling of the Board, an apprentice will be granted in the cutting department at the Lafayette local.

A letter was read from Chief Preceptor W. G. Phillips of the Torrance local, Torrance, Calif., with which he encloses petition signed by the members of that local requesting that apprentice papers of Earl Fulton that were granted to Edward Thompson April 5, 1919, be again placed in effect. Our records show that these papers were cancelled December 4, 1920. We have received a letter from Brother Thompson protesting the placing of these papers in effect. The request of the Torrance local is refused.

A letter was read from Charles Bartlett, Chief Preceptor of the Le Flore local, Poteau, Okla., in which he advises that the papers of Wm. Wazelle were cancelled while he was in service and requests that they be again placed in effect. The request was granted and the papers will be reinstated provided Mr. Wazelle will deposit \$25.00 as an evidence that he will continue to learn the trade and become a member of the Association.

A letter was read from Chief Preceptor Chas Lunney of the Baker local, Okmulgee, Okla., requesting that papers granted to Grove Ressler be again placed in effect. Brother Lunney advises that to his knowledge this boy has gathered spare blowings and that he gathered two spare blowings on him. The Board decides Grove Ressler's papers can again be placed in effect provided he deposits \$25.00 as an evidence of good faith that he will become a member of the Association when he is capable of holding a place.

A letter was read from Frank Batten with which he encloses affidavit from C. E. Mosteller, who was granted to him as an apprentice stating that he (Mosteller) does not wish to learn the trade of gathering. Brother Batten requests that these papers be transferred to Dave McLaughlin. The request was refused.

A letter was read from Aramis Joris, Chief Preceptor of the Sun [fol. 428] flower local, with which he encloses letters signed by Brothers James G. Scull, Wilbur Scull, and Wm. Cooper. Brother James Scull requests that papers granted to him February 8, 1918, to teach Orville Scull be transferred to Walter Millspaugh. Wilbur Scull's request that papers granted to him to teach John Scull, April 2, 1915, be transferred to Austin Mallory. Wm. Cooper requests that papers granted to him November 1, 1919, to teach Vincent D. Cooper be transferred to Earl Mottet. All these requests were refused.

A petition from the Harding local, Fort Smith, Ark., was read requesting that papers that were granted to Richard Philbrick to teach his brother the trade of gathering be transferred to J. W. Beavers. This request was refused.

The Executive Board hereby decides that it is useless for members to ask to have papers that were granted transferred to another apprentice. The Executive Board ruled at the November meeting that no substitute apprentices would be granted and the Secretary is hereby authorized not to refer any more applications for transfer.

the Board but to notify the local or member who makes the request that it cannot be granted.

A letter was read from Chief Preceptor Edmond Bastin of the Salem local, Salem, W. Va., with which he encloses petition signed by the cutter members of that local requesting that the papers granted to Oscar Carena last month to teach Frank Doffet the trade of cutting be cancelled. Brother Bastin also gives a detailed explanation concerning the matter. A letter was also read from Daniel Doffet, father of the apprentice, who is a flattener member of the Association, in which he gives information concerning the attitude of the cutter members of the Salem local. In acting on this request the cutter members of the Board decided that, inasmuch as the cutter members of the Salem local voted in favor of granting papers to Oscar Carena to teach Frank Doffet the trade of cutting last month, they would not cancel the papers but, if Brother Carena does not wish to teach Frank Doffet the trade, they will transfer the papers to another master workman.

A letter was read from Florent Jumet of Pennsboro, W. Va., in which he requests that, if the quota of apprentices in the cutting room is not granted in full, that consideration be given to his son. The Board wishes to advise Brother Jumet that there is no doubt but every local will make application for apprentice cutters.

A letter was read from Nestor Henry of Salem, W. Va., with which he encloses two doctor's certificates giving evidence that his son, Emile Henry, is not able to follow the trade of gathering, and requesting that the papers granted to the boy to learn the trade of gathering be transferred to that of cutting. This request was refused.

A letter was read from Brother J. C. Brigode of Charleston, W. Va., in which he asks whether or not the members of the Executive Board would grant papers to him to learn the trade of cutting if he could get some cutter member to make application for his papers. The cutter members of the Board decided that they could not give favorable consideration to this matter because if they did so, they would be swamped with similar applications.

A letter was read from Wm. Armstrong of Zanesville, Ohio, in which he makes application for death benefits because of the death of his wife. Our records show that Brother Armstrong has not worked at the trade since he was employed at Barnesville in 1918 and consequently, in accordance with Section 3, Article 3 of the By-Laws, Brother Armstrong is not entitled to death benefits.

A letter was read from E. P. King, manager of the Torrance Window Glass Company, Torrance, Cal., in which he advises that he received a telegram from Joseph Collins of Marion, Ind., making inquiry for a place for a full shop. Mr. Collins wired the company that, if they would advance transportation for a full shop, they would accept places at Torrance. Mr. King advises that he wired the three tickets, which amounted to \$253.50, but the shop failed to put in an appearance and Mr. King now asks the assistance of the Association in locating these men so that they can be prosecuted. The Executive Board decides that the organization should render all possible assistance to the Torrance company in locating Joseph Col-

lins, and anyone knowing of his whereabouts will please notify headquarters.

A letter was read from Chief Preceptor Geo. B. Klein of the National local, Shreveport, La., advising that Henry Mayence had the misfortune to lose both his legs and that he has no claim against the railroad company, as he was riding on a freight train at the time. Brother Klein asks that the locals render some financial assistance to Brother Mayence so that he can secure enough money to purchase artificial legs. Brother Klein states that they will cost approximately \$300.00. The Executive Board decides that this appeal should be placed in the minutes and locals wishing to assist Brother Mayence will please forward their contributions to Brother George Klein, Box 57, Cedar Grove, La.

The following apprentice papers were cancelled:

Geo. La March, granted April 5, 1919, per Chief Preceptor Jas. Bauer.

John Gartner, granted Nov. 1, 1919, per Chief Preceptor Jas. Bauer.

Harry Johnson, granted to Claude D. Johnson April 5, 1919, per master workman through Chief Preceptor Bauer.

Aime Henchon, granted to Jos. Baudowin Jan. 5, 1918, per master workman through Chief Preceptor Bauer.

Louis Lee, granted to Somers Lee Jan. 1, 1916, per master workman through Chief Preceptor Rent.

W. F. Merritt, granted to Jules Barvais Oct. 4, 1919, per master workman through Chief Preceptor Bastin.

John Axton, granted to Chas. Axton March 6, 1920, per master workman.

Elmer Armstrong, granted Sylvain Devillez Oct. 4, 1919, per master workman through Chief Preceptor Becart.

[fol. 429] Alfred Lechien, Jr., granted to Alfred Lechien March 1, 1919, per master workman through Chief Preceptor Becart.

Henry C. Truniek, granted to Henry Trunick Jan. 1, 1916, per master workman through Chief Preceptor Axton.

Henry H. Smith, granted to Henry M. Smith, April 5, 1919, per master workman through Chief Preceptor Axton.

Wm. J. Caldwell, granted to Wm. J. Caldwell April 5, 1919, per master workman through Preceptor Montross.

Geo. Dewes, granted to Desire Delporte May 4, 1918, per master workman through Preceptor Montross.

Oliver Davis, granted to Vance Davis, Nov. 13, 1920, per master workman.

Paul E. Hart, granted to Geo. W. Hart Oct 4, 1919, per master workman through Preceptor Montross.

Chas. H. St. John, granted to Solon C. St. John April 5, 1919, per master workman, through Preceptor Montross.

Roy Williams, granted to Carl Williams Feb. 5, 1916, per master workman through Preceptor Montross.

Ralph Hardman, granted to Frank Hardman Feb. 5, 1916, per master workman through Chief Preceptor Stewart.

John Bryant, granted to J. Bryant, Sr., March 2, 1918, per master workman through Preceptor Lunney.

Rupert Herman, granted to Wm. B. Herman April 7, 1917, per master workman through Preceptor Lunney.

Jos. Thiry, granted to Armab Thiry April 5, 1919, per master workman through Preceptor Lunney.

Jacob Whetzlar, granted to Harry Whetzlar March 2, 1918, per master workman through Preceptor Lunney.

Allen W. Barnes, granted to G. O. Gray Nov. 1, 1919, per master workman.

Tony Agnitte, granted to Henry Champagne Oct. 4, 1919, per master workman through Preceptor Heathcote.

Archie L. Stewart, granted to Jules Chabourel April 5, 1919, per master workman through Preceptor Heathcote.

Armand Bernard, granted to Leopold Bernard March 1, 1919, per master workman through Preceptor Heathcote.

Raymond Anderson, granted to John Wallace April 5, 1919, per master workman through Preceptor Heathcote.

Edgar Hunter, granted to Geo. W. Phillips Oct. 4, 1919, per master workman through Preceptor Heathcote.

Elmer Pack, granted to Jos. B. Brigode April 5, 1919, per master workman through Preceptor Schultz.

Geo. Hards, Jr., granted to Geo. Hards May 3, 1919, per master workman through Preceptor Schultz.

Harold Estry, granted to Jas. O. Estry Oct. 4, 1919, per master workman through Preceptor Schultz.

Everett Schafer, granted to Mike Schaffer Oct. 4, 1919, per master workman through Preceptor Welsh.

Archie Winters, granted to C. C. Primmer March 3, 1917, per master workman.

C. B. Mosteller, granted to W. S. Shick Oct. 4, 1919, through Frank Batten.

Jos. Cottrill, granted to Wm. V. Drake May 3, 1919, through Preceptor Archer.

Harry Dover, granted to Wm. Gettings, Dec. 2, 1918, per master workman through Preceptor Archer.

Paul Shunk, granted to Robert Scott Oct. 1, 1921, per Geo. Berger.

Dan Claherty granted to Hugh Claherty May 3, 1919, per master workman through Preceptor Becart.

The following regular apprentice applications were granted:

Arthur Le Gros to teach his son, Emile Le Gros, the trade of gathering at the Illinois local, Danville, Ill.

Eddie Wright to teach his brother, Ralph Wright, the trade of flattening at the Utica local, Utica, O.

Arthur Guignet to teach Homer Flesher the trade of blowing at the Premier local, Pennsboro, W. Va. Brother of a member.

William Leyland to teach Clarence C. Flesher the trade of gathering at the Premier local, Pennsboro, W. Va. Brother of a member.

Firmin Bowdwin to teach Loonard Miller the trade of flattening at the Premier local, Pennsboro, W. Va. Brother of a member.

William Williams to teach Norman Louis Stevenson the trade of blowing at Hermosa local, Hermosa Beach, Cal. Son of a deceased member.

R. C. Jones to teach his son, R. E. Jones, the trade of blowing at the Blackford local, Vincennes, Ind.

Valentine Barvais to teach his brother, Leon Barvais, the trade of cutting at the Alliance local, Salem, W. Va.

Charles F. Phillips to teach his brother, Edward Jackson Phillip, the trade of gathering at the Doddridge local, West Union, W. Va.

R. A. Hatten to teach his step-son, Ray Brown, the trade of gathering at the Fredonia local, Fredonia, Kans.

William C. Whippo to teach his step-son, Gerald Elbert Mahle, the trade of gathering at the Sunflower local, Sapulpa, Okla.

Felician Dindal to teach Louis McFall the trade of gathering at the Norwood local, Clarksburg, W. Va. Brother of a member.

Albert Lambiotte to teach his brother, Edgar Lambiotte, the trade of cutting at the Independent local, Sistersville, W. Va.

Neal Reagan to teach George Smith the trade of gathering at the Wichita local, Wichita Falls, Tex. Brother of a member.

[fol. 430] Charles Vinek to teach his brother, Phillip Vinek, the trade of cutting at the Twin City local, Texarkana, Tex.

Charles Deller to teach William Ray Miller the trade of flattening at the Osage local, Independence, Kans. Brother of a member.

Special Grants

The following apprentice applications were granted under the special grant:

Osage Local—Independence, Kans.

George Cooper to teach Lester E. Mosley the trade of blowing.
 Emile Bouillet to teach Robert B. Riggs the trade of gathering.
 Wm. D. Perry to teach Edmond K. Hart the trade of blowing.
 G. A. Heints to teach Claude Howell the trade of blowing.
 Jas. Atkinson to teach Fred E. Cox the trade of blowing.
 Wm. Thery to teach Walter Reynolds the trade of flattening.
 Geo. M. Bennett to teach Scott Rhodes the trade of cutting.

Blackford Local—Vincennes, Ind.

Maurice Tourney to teach George Giesecke the trade of gathering.
 John Wenzel to teach Michael Conlin the trade of cutting.
 Jos. Grandjean to teach Roy W. Mayer the trade of flattening.

Royal Local—Grafton, W. Va.

Geo. T. Smith to teach James Beeham the trade of gathering.
 Thomas Trimble to teach Glen Laco Furr the trade of gathering.
 Wm. Schenlek to teach Wm. Lawson Brady the trade of flattening.

Illinois Local—Danville, Ill.

Vance Davis to teach Mark Smith the trade of blowing.
 J. B. Vernay to teach James Waymire the trade of gathering.
 Chas. J. Vernay to teach Robert Clauson the trade of gathering.
 Emile Sortet to teach Frederick M. Hull the trade of flattening.
 Arthur Brasseur to teach Jules Vandermenlen the trade of cutting.

Buckeye Local—Columbus, Ohio

Jas. R. Riddle to teach Andrew A. Black the trade of gathering.
 Chas. Hodson to teach Harry Stevens the trade of gathering.
 Lee C. Gilpin to teach Russell Hutmier the trade of blowing.
 Geo. Whitehead to teach Geo. O. Farrell the trade of flattening.

Twin City Local—Texarkana, Tex.

John Sutton to teach Eugene Smith the trade of gathering.
 Arthur Guillaume to teach James P. Sweeney the trade of blowing.
 Camille Rousseau, Jr., to teach Frank Rosell the trade of blowing.
 Walford C. Heintz to teach Wiley Robert Balthrop the trade of gathering.
 James Collins to teach Mortimer E. Marple the trade of cutting.
 Alfred Miroir to teach Gorden Perry the trade of flattening.

Harding Local—Fort Smith, Ark.

Wm. Reynolds to teach Howard Coontz the trade of blowing.
 Harry Fowler to teach Al Hatcher the trade of gathering.
 Andrew Dixon to teach Russell Arnold the trade of blowing.
 Chas. Griffin to teach Wm. Franklin Collyer the trade of blowing.
 Roy Hoffman to teach Earl Gump the trade of gathering.
 Paul Zeller, Jr., to teach Arthur Bryant the trade of blowing.
 Amandus Hanson to teach Oscar N. Wright the trade of flattening.
 Arthur J. Perkins to teach Leon W. Indiekoler the trade of cutting.
 Thos. H. Gray to teach Paul G. Shunk the trade of cutting.

Hermosa Local—Hermosa Beach, Cal.

Chester C. Walker to teach Ardie Talkington the trade of gathering.
 Ethel Duncan to teach Edward Collier the trade of gathering.
 James Creighton to teach Warren Filley the trade of gathering.
 Frank Stits to teach Raymond Abbott the trade of flattening.
 Harry E. Williams to teach Chas. A. Mast the trade of cutting.

Wichita Local—Wichita Falls, Tex.

John Schaum to teach John A. Sweeney the trade of blowing.
 J. H. Perry to teach Geo. Moreland the trade of gathering.
 Ed Collett to teach Ed P. Deaty the trade of gathering.
 Lyle W. Billeter to teach Wm. Roller the trade of gathering.

Lafayette Local—Clarksburg, W. Va.

Geo. Debrock to teach Fred Bailey the trade of gathering.
 [fol. 431] Jos. Raspillaire to teach Harry Kroh the trade of gathering.

Utica Local—Utica, Ohio

Henry R. Bowen to teach M. D. Berry the trade of cutting.
 F. R. Loyd to teach Carl O. Teague the trade of cutting.

Premier Local—Pennsboro, W. Va.

Jules Biefness to teach Clifford F. Wittebort the trade of cutting.
 Oscar Kurtz to teach Arthur Kurtz, his nephew, the trade of cutting.

House-Convex Local—Pt. Marion, Pa.

Jules Jeannart to teach Carmel Abatte the trade of blowing.

Leflore Local—Poteau, Okla.

Frank Robbins to teach Chas. Singleton the trade of flattening.

Baker Local—Okmulgee, Okla.

Adhemar Simonet to teach Jessie Carver the trade of flattening.

Alliance Local—Salem, W. Va.

Gustave Ronsman to teach Carl Bonora the trade of blowing.
 Hugh J. Claherty to teach Charles W. Bonnell the trade of blowing.

Mont Vanpelt to teach Ray Fitzgerald the trade of flattening.

Doddridge Local—West Union, W. Va.

George D. Barth to teach Clay Dotson the trade of cutting.

Patterson Local—Cameron, W. Va.

John B. Collart to teach Jesse Amos the trade of flattening.

Elk Run Local—Punxsutawney, Pa.

Lucian Dangott to teach Chas. W. Kopp the trade of cutting.

Torrance Local—Torrance, Cal.

Samuel Williams to teach Levi J. Pepper the trade of flattening.

The following apprentice applications were rejected:

Edward Watrin to teach Walter Fox the trade of blowing at the Salem local, Salem, W. Va. Papers cannot be granted to Mr. Fox until his brother, who is a gatherer apprentice of the Association, is admitted to membership.

Jesse Habe to teach Richard Jackley the trade of cutting at the Royal local, Grafton, W. Va. This application was rejected because Brother Habe has an apprentice who was granted to him Nov. 1, 1919, and he cannot be granted another apprentice until his previous apprentice becomes a member or the papers are ordered cancelled.

Lester S. McCann to teach John Slater, Jr., the trade of cutting at the twin City local, Texarkana, Tex. This application was rejected because Brother McCann has an apprentice who was granted to him April 5, 1919, and he cannot be granted another apprentice until his previous apprentice becomes a member of the Association or the papers are ordered cancelled.

George S. Winters to teach Lee Thomas the trade of gathering at the Dunkirk local, South Charleston, W. Va. Brother Winters requested that the papers of his previous apprentice be transferred to Mr. Thomas but the Board decided that no more transfers could be made.

Frank Devillez to teach Absalon Mathez the trade of gathering at the Alliance local, Salem, W. Va. This application was rejected because Brother Devillez has an apprentice that was granted to him Oct. 4, 1919, and he cannot be granted another while these papers are in force.

Leon A. Andre to teach Marcel Bayot the trade of cutting at the Elk Run local, Punxsutawney, Pa. This application was rejected because the applicant is not working in the factory.

Leon Dehainaut to teach J. B. Tremain the trade of gathering at Hermosa local, Hermosa Beach, Cal. Brother Dehainaut owes \$6.00 back dues and he also has another apprentice.

Andy Spangler to teach Hobart Barrett the trade of gathering at Hermosa local, Hermosa Beach, Cal. Brother Spangler owes a balance of \$90.00 on his Stockton fee.

J. W. Blaine to teach his son the trade of gathering at Hermosa local, Hermosa Beach, Cal. Brother Blaine owes \$100.00 Torrance fee.

M. P. Miroir to teach Lee Hunt the trade of cutting at Texarkana local, Texarkana, Tex.

J. O. Scott to teach Paul Townsend the trade of gathering at Hard-ing local, Fort Smith, Ark.

The death claim of Mrs. Anna Kaltenbach, wife of Brother Vernon Kaltenbach, member of the Royal local, Grafton, W. Va., was ap-proved and ordered paid.

The death claim of Geo. A. Titus was held over for further investi-gation.

The Finance Committee reported having examined all bills and finding them regular, had O. K.'d same.

The Secretary's financial report, which appears on the last pages of these minutes, was approved and ordered printed.

There being no further business, the Board adjourned at 5:15 to meet again January 6, 1923, at 2:00 P. M.

Thomas Reynolds, Secretary.

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Special Notice

The following members are indebted to Baker Brothers Company, Okmulgee, Okla., and Chief Preceptors are hereby instructed to collect from the earnings of these members at the rate of \$2.50 per week until the amount opposite their names is paid in full:

M. Dallons	\$15.00
James Pye	22.43
C. Woodward	86.95
J. B. Wysner	61.97
Frank Cronin	94.00
Tom Davis	33.49
Harry Grover	22.82
Paul Schmidt	104.88
S. M. Law	66.96
Alex Phillips	74.84
Ralph Potts	58.19
Geo. Weisner	87.50

Receipts for Month of November, 1922

1. Oscar Vandermess, C. P. (Jeannette), 2% 11 days ending Oct. 20	\$25.04
Chas. Clifford, C. P. (Premier)—	
Initiation fee, Lawrence Rogers	\$25.00
Leroy McIntire	25.00
F. B. Flesher	25.00
	75.00
C. C. Connors, C. P. (Doddridge), 2% week ending Oct. 20th	44.53
Chas. Lunney, C. P. (Baker)—	
Initiation fee, F. Foodyke	\$5.00
Coval Daniels	5.00
	10.00
W. E. Stewart, C. P. (Fredonia), initiation fee Fred Evans	10.00
2. Octave Becart, C. P. (Alliance), 2% week ending Oct. 19th	74.10
Wm. Archer, C. P. (Harding), 2% week ending Oct. 20th	113.91
B. Vogleman, C. P. (Texas), 2% week ending Oct. 20th	75.50
Aramis Joris, C. P. (Sunflower), initiation fee Harry Kuhlman	25.00
3. Clarence Reeve, C. P. (Wichita), 2% week ending Oct. 20th	36.58
Thos. Gray, refund of advanced transportation	75.00
Marion Clark, refund of advanced transportation	75.00
Redeposit from Wage Committee expense	96.79

4. W. E. Stewart, C. P. (Fredonia)—

2% week ending Oct. 20th	\$95.83
Initiation fee W. H. Walters	2.50
Stockton fee G. V. Phelps	2.50
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	100.83

Adolph Waselle, C. P., (Elk Run), 2% week ending Oct. 19th

70.59

6. Wm. Baird, Jr., C. P. (Royal) 2% 10 days ending Oct. 20th

53.70

Oscar Vandermess, C. P. (Jeannette), 2% week ending Oct. 20th

86.41

Chas. Bartlett, C. P. (Le Flore), 2% week ending Oct. 21st

72.58

H. J. Pollock, C. P. (Cameron)—

2% week ending Oct. 29th	\$56.92
Initiation fee, Oscar Gayes	3.00
On amount owed Fredonia Co. by F. E. Burnette	2.50
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62.42

Louis Saas, C. P. (Norwood), 2% 2 weeks ending Oct. 19th

156.19

J. H. Welsh, C. P. (Osage)—

2% 3 days ending Oct. 27th	\$42.04
Torrance fee, Jerry Davis	2.50
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44.54

Refund from Executive Board expense

309.01

Chas. Lunney, C. P. (Baker), 2% 2 weeks ending Oct. 20th

140.60

Aramis Joris, C. P. (Sunflower), 2% week ending Oct. 26th

84.88

8. Jules Scohy, C. P. (Independent), 2% 4 weeks ending Oct. 26th

188.00

C. C. Connors, C. P. (Doddridge), 2% week ending Oct. 26th

53.67

B. Vogleman, C. P. (Twin City)—

2% week ending Oct. 27th	\$81.10
Initiation fee, Henry House	2.50
L. C. Lee	5.00
Wm. Rozell	2.50
Fred Williams	2.50
Alfred Atchison	2.50
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96.10

9. Clarence Reeven, C. P. (Wichita), 2% week ending Oct. 27th

40.98

Wm. Archer, C. P. (Harding), 2% week ending Oct. 27th

121.61

W. A. Coy, office rental for September and October

80.00

10.	Octave Becart, C. P. (Alliance), 2% week ending Oct. 26th	78.00
	J. Rousseau, C. P. (Houze-Convex), 2% year ending Nov., 1922	624.50
11.	W. G. Phillips, C. P. (Torrance), 2% 2 weeks ending Oct. 27th	125.01
	W. E. Stewart, C. P. (Fredonia), initiation fee G. F. Evans	5.00
13.	Chas. Axton, C. P. (Lafayette), 2% 2 weeks ending Oct. 19th	110.25
	Adolph Wazelle, C. P. (Elk Run), 2% week ending Oct. 26th	65.90
	Wm. Baird, C. P. (Royal), 2% week ending Oct. 27th	46.42
	C. C. Connors, C. P. (Doddridge), 2% week ending Nov. 8rd	54.15
	Paramount W. G. Co., interest on note held for 2% assessment	225.54
	Aramis Joris, C. P. (Sunflower), 2% week ending Nov. 2nd	63.70
14.	Jule Scohy, C. P. (Independent), initiation fee R. Quiniff	25.00
	J. H. Welch, C. P. (Osage), Torrance fee, Jerry Davis	2.50
	Oscar Vandermess, C. P. (Jeannette), 2% week ending Oct. 27th	37.82
	H. J. Pollock, C. P. (Patterson)—	
	2% week ending Nov. 4th	\$52.76
	Initiation fee, Oscar Hayes	3.00
		55.73
	Clarence Reevem, C. P. (Wichita), 2% week ending Nov. 4th	48.20
15.	J. H. Welsh, C. P. (Osage), 2% week ending Nov. 3rd	67.24
	W. E. Stewart, C. P. (Fredonia)—	
	2% week ending Oct. 27th	\$84.61
	Torrance fee, G. V. Phelps	2.50
		87.11
	Chas. Lunney, C. P. (Baker)—	
	2% week ending Oct. 27th	\$76.97
	Initiation fee, J. Fosdyke	10.00
	Corval Daniels	10.00
		96.97
16.	C. C. Connors, C. P. (Doddridge), initiation fee, Carl Squires	25.00
	Octave Becart, C. P. (Alliance)—	
	Initiation fee, J. W. Woolard	\$25.00
	D. S. Morrison	25.00
	Florine Lambiotte	25.00
		75.00

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Guardian Savings & Trust Co., interest on Liberty Bonds	212.50
B. Vogleman, C. P. (Twin City)—	
2% week ending Nov. 3rd	\$81.38
Initiation fee, Fred Williams	2.50
Wm. Rozzell	2.50
A. Atchison	2.50
Harry House	2.50
L. C. Lee	20.00

	111.38
7. Wm. Archer, C. P. (Harding)—	
2% week ending Nov. 3	\$119.26
Initiation fee, Chas. Hite	5.00

	124.26
8. W. E. Stewart, C. P. (Fredonia)—	
2% week ending Nov. 3rd	\$92.69
Initiation fee, G. V. Phelps	2.50
G. F. Evans	10.00
Reinstatement fee, E. H. Chisholm	2.50

	107.69
9. W. S. La Due, C. P. (Norwood)—	
2% 2 weeks ending Nov. 2nd	\$201.82
Initiation fee, Jesse Shreves	10.00
L. P. Jay	10.00
Thos. Sampson	5.00
Henry Harrison	5.00
Anthony Harrison	5.00
Carl Murphy	10.00
West Fork fee, John Butz	5.00

	251.82
Octave Becart, C. P. (Alliance, 2% week ending Nov. 2nd	79.60
W. G. Phillips, C. P. (Torrance), 2% week ending Nov. 3rd	67.47
Wm. Baird, Jr., C. P. (Royal), 2% week ending Nov. 3rd	52.20
B. Vogleman, C. P. (Twin City), owed Association by B. R. McEllbhattan	20.30
Adolph Wazelle, C. P. (Elk Run), 2% week ending Nov. 2nd	62.88
H. Adolph Wazelle, C. P. (Elk Run), initiation fee, Steve Kennedy	5.00
Ralph Heathcote, C. P. (Federated), 2% 3 weeks ending Nov. 3rd	184.02
Aramis Joris, C. P. (Sunflower)—	
2% week ending Nov. 9th	\$63.89
Initiation fee, Claude Sherwood	20.00

	83.89

22. Jos. Bauer, C. P. (Blackford)—

Initiation fee, Oscar Lance	\$15.00
Henry Barnsworth	10.00
Geo. Nicholas	5.00
Jno. Brichart	5.00
Robt. Jordan	2.50
Harley Hayes	2.50
	<hr/>
	40.00

J. H. Welsh, C. P. (Osage)—

Reinstatement fee, Jerry Davis	\$2.50
2% week ending Nov. 10th	72.19
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	74.69

Chas. Lunney, C. P. (Baker)—

2% week ending Nov. 4th	\$80.65
Initiation fee, B. L. Miller	10.00
Coval Daniels	10.00
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	100.65

B. Vogleman, C. P. (Twin City)—

2% week ending Nov. 10th	\$87.91
Initiation fee, Fred Williams	2.50
A. Atchison	2.50
Henry House	2.50
Wm. Rozzell	2.50
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	97.91

H. J. Pollick, C. P. (Patterson)—

2% week ending Nov. 11th	\$56.67
Initiation fee, Oscar Hayes	3.00
On amount owed Fredonia Co. by F. E. Burnette	2.50
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	62.17

Vance Davis, C. P. (Illinois)—

Initiation fee, Chas Holmes	\$2.50
Gay Richards	2.50
Robt. Stassin	2.50
	<hr/>
	7.50

W. A. Coy, office rental for November	40.00
Wm. Baird, Jr., C. P. (Royal), initiation fee, W. M. Temple	25.00

Clarence Hixenbaugh, C. P. (Quertinmont), reinstatement fee of Frank Deulin	24.00
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23. Clarence Reeves, C. P. (Wichita), 2% week ending Nov. 11th	54.29
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D. D. Fox, L. S. (Doddridge), 2% week ending Nov. 10th	52.39
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Adolph Wazelle, C. P. (Elk Run), 2% week ending Nov. 9th	59.04
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Wm. Archer, C. P. (Harding)— 2% week ending Nov. 10th	\$123.11
Initiation fee, Chas. Hite	5.00
	<hr/>
	128.11

24. Adolph Wazelle, C. P. (Elk Run)—

Initiation fee, Steve Kennelly	\$5.00
Reinstatement fee, Jno. Durst	14.00
	<hr/>
	19.00

Vance Davis, C. P. (Illinois), 2% 3 weeks ending Nov. 2nd

188.67

27. Hugh J. Pollock, C. P. (Patterson)—

2% week ending Nov. 18th	\$55.69
Initiation fee, Oscar Hay	3.00
On amount owed Fredonia Co. by F. E. Burnette	2.50
	<hr/>

61.19

C. C. Connors, C. P. (Doddridge), 2% week ending Nov. 17th

52.21

Wm. G. Phillips, C. P. (Torrance), 2% week ending Nov. 10th

76.79

J. G. Montross, C. P. (Utica), initiation fee, Chas. Smith

15.00

Oscar Vandermess, C. P. (Jeannette), 2% 2 weeks ending Nov. 10

86.68

Dennis Everett, reinstatement fee

12.00

W. E. Stewart, C. P. (Fredonia)—

2% week ending Nov. 10th	\$93.52
Reinstatement fee, E. Chisholm	2.50
	<hr/>

96.02

Aramis Joris, C. P. (Sunflower), 2% week ending Nov. 18th

65.63

28. Chas. Lunney, C. P. (Baker), 2% week ending Nov. 11th

82.14

Clarence Reeves, C. P. (Wichita), 2% week ending Nov. 18th

50.18

29. Octave Becart, C. P. (Alliance), 2% week ending Nov. 9th

77.61

J. G. Montross, C. P. (Utica), 2% 4 weeks ending Nov. 2

337.43

Edmond Bastin, C. P. (Salem), 2% 8 weeks ending Nov. 25th

210.96

Chas. Brigode, C. P. (Premier), 2% 4 weeks ending Oct. 18

410.78

Advertising

40.00

\$8,859.71

[fol. 484] *Expenditures for Month of November, 1922*

2. Public Square Improvement Co., office rental for November	\$175.00
Clarence Reeves, C. P. (Wichita)—	
F. Rydberg, L. S. (Fredonia)	\$12.00
Hall rent	8.00
Local expense	1.00
	21.00
Wm. Archer, C. P. (Harding), hall rent	9.00
3. J. M. Siemer, salary less 2% week ending Nov. 4..	94.23
Thos. Reynolds, salary less 2% week ending Nov. 4th	75.33
Stenographic service for week ending Nov. 3rd....	52.00
Postage	50.00
4. Executive Board expense	900.00
7. Chas. Clifford, C. P. (Premier), hall rent	4.00
8. Chas. Bartlett, C. P. (Le Flore), hall rent	5.00
Herbert Thomas, expense in re-indictment	6.00
Petty cash	25.00
9. Matt Riddle, L. S. (Osage), fee due	7.50
Earl M. Welser, loan, payment authorized by Board	50.00
Jas. E. Reilly, loan, payment authorized by Board	50.00
Floyd P. Husted, death benefits Mrs. F. P. Husted	200.00
W. A. McCoy, audits for August, September and October	105.00
10. Octave Becart, C. P. (Alliance)—	
Octave Becart, C. P. $\frac{1}{4}$ due	\$9.00
Frank Laurent, L. S., $\frac{1}{4}$ due	9.00
	18.00
American Railway Express Co., expressage	2.29
J. M. Siemer, salary less 2% week ending Nov. 11	94.23
Thos. Reynolds, salary less 2% week ending Nov. 11th	75.33
Stenographic service w/ ending Nov. 11th	52.00
13. Chas. Cashdollar, L. S. (Fredonia), fee due	9.00
Bartlett, Bolin & Co., death benefits Howard H. Denny	300.00
James Ashton, death benefits Mrs. Anna Ashton....	200.00
Lynch-Osborn Undertaking Co., death benefits Edward J. Tallons	225.00
A. T. Post, M. D., death benefits Ed. J. Tallons	39.24
St. Mary's Hospital, death benefits Ed. J. Tallons	35.73
Buckeye Office Supply Co., office supplies	2.79
Standard Printing Co., circular letters	22.50
City Ice & Fuel Co., October service	8.95
Maurice Polack, office supplies	2.50
Postal Telegraph Co., October service	1.40
Ohio Bell Telephone Co., October service	44.76
Buckeye Printing & Novelty Co., ballots, tally sheets	104.00

J. H. Welsh, C. P. (Osage), lost work during absence of Marion Clark at wage conference—

Ben Baker	\$45.81
Louis Stone	11.13
Joe Guyaux	15.09

15. J. M. Siemer, advanced traveling expense	72.03
16. Harry Corwin, L. S. (Le Flore), fee due	150.00
17. J. M. Siemer salary less 2% week ending Nov. 18th Thos. Reynolds, salary less 2% week ending Nov. 18th	11.25
Stenographic service week ending Nov. 18th	94.23
Burroughs Adding Machine Co., October service	75.39
Western Union Telegraph Co., October service	52.00
F. W. Roberts Co., office supplies .....	.32
18. Samuel Hadley, C. P. (Crescent)—	133.98
Hall rent	20.00
Local expense	_____
	11.50

Chas. Clifford, C. P. (Premier)—

Chas. Clifford, C. P. to Nov. 17th	\$11.90
Local expense	_____
	12.63
20. Wm. Taylor & Sons, desk lamps	7.90
J. W. Gilpin, C. P. (Texas)—	
J. W. Gilpin, C. P., fee due	\$6.00
Local expense	_____
	6.90
Geo. Connell, C. P. (Premier), tellers	10.00
21. Aramis Joris, C. P. (Sunflower), tellers	8.00
W. E. Stewart, C. P. (Fredonia), tellers	10.00
Lafe B. Rent, C. P. (Dunkirk)—	
Tellers	\$10.00
Hall rent	12.00
Local expense	_____
	1.50
	23.50
J. G. Montross, C. P. (Utica), tellers	10.00
Ralph Heathete, C. P. (Federated), tellers	8.00
J. H. Welsh, C. P. (Osage), tellers	10.00
J. B. Weaver, C. P. (Erie), fee due	5.00
Adolph Warell, C. P. (Elk Run), tellers	8.00
Joe Bauer, C. P. (Blackford), tellers	8.00
22. Chas. Lunney, C. P. (Baker)—	
Tellers	\$10.00
Harry Mickel, A. P., to Nov. 18	2.40

	12.40

H. J. Pollock, C. P. (Cameron)—

Tellers	\$6.00
Local expense	1.00
	<u>7.00</u>

Davis & Cannon, National, minutes, circulars 737.75
 H. W. Archerm, C. P. (Harding), tellers 10.00
 J. G. Montross, C. P. (Utica), lost work while
 Brothers Montross and Mayer attended Board
 meeting—

Lon Davis	\$5.24
John Cummins	2.54
S. St. John	1.39
Gus Andris	2.63
E. Schultz .....	.93
E. Welsh	1.04
	<u>13.77</u>

Chas. Axton, C. P. (Lafayette), tellers 8.00
 W. A. Coy, monthly audit for November 35.00

23. Wm. Baird, Jr., C. P. (Royal), tellers 6.00
 B. Vogleman, C. P. (Twin City), tellers 8.00
 Vance Davis, C. P. (Illinois), tellers 8.00
 Clarence Reeve, C. P. (Wichita)—

Hall rent	\$8.00
Tellers	8.00
Local expense .....	.50
	<u>16.50</u>

D. D. Fox, L. S. (Doddridge), tellers 4.50

24. Adolph Stenger, telephone call to Cleveland 1.50
 J. M. Siemer, salary less 2% week ending Nov. 25 94.23
 Thos. Reynolds, salary less 2% week ending Nov.

25th 75.39

Stenographic service week ending Nov. 25th 52.00

Chas. Bartlett, C. P. (Le Flore), tellers 10.00

Louis Saas, C. P. (Norwood), tellers 10.00

Public Square Improvement Co., electric bulbs for

office 1.75

25. Edmond Bastin, C. P. (Salem), tellers 6.00
 Louis Schultz, C. P. (Buckeye), lost work while
 Brother Slight attended Board meeting—

Geo. Whitehead	\$8.85
Frank Hegner	1.08
	<u>1.93</u>

27. Wm. G. Phillips, C. P. (Torrance), tellers 8.00
 Aramis Joria, C. P. (Sunflower)—

Hall rent	\$16.00
Harry Kerr, teller last blast	4.00
	<u>20.00</u>

28. Octave Becart, C. P. (Alliance), tellers	8.00
Louis Schultz, C. P. (Buckeye), tellers	6.00
Herman Becker, teller Buckeye local	2.00
Jules Scohy, C. P. (Independent), teller	6.00
Oscar Vandermess, C. P. (Jeannette), teller	8.00
Louis Schultz, C. P. (Buckeye) —	
Hall rent	\$12.00
Local expense	3.30

	15.30

	\$5,004.40

[fol. 435]

Summary

Balance in checking fund Nov. 1, 1922	\$102.82
Receipts for November, 1922	8,359.71

Total	\$8,462.53
Disbursements for November, 1922	\$4,004.40
Death claims paid November, 1922	1,000.00

Total	\$5,004.40
Balance in checking fund Dec. 1, 1922	\$3,458.13

Reserves

Cash balance Dec. 1, 1922	\$81,708.09
Liberty Bonds Dec. 1, 1922	125,000.00
War Savings Stamps Dec. 1, 1922	208.50

Total reserves, Dec. 1, 1922	\$206,916.59

*Expense of Executive Board Meetings Held at Cleveland, Ohio,
November 4-5, 1922**Fred Mayeur:*

Lost work, 1 day	\$10.00
Per diem, 4 days	12.00
Service, 4 days	12.00
Mileage	20.94

	\$54.94

J. G. Montross:

Lost work, 2 days	\$16.00
Per diem, 4 days	12.00
Service, 4 days	12.00
Mileage	20.94

	60.94

F. S. Campbell:

Lost work	\$2.88
Per diem, 4 days	12.00
Service, 4 days	12.00
Mileage	10.94
Messenger fees .....	.40
	<hr/>
	38.22

Chas. Brigade:

Lost work, 2 days	\$18.32
Per diem, 4 days	12.00
Service, 4 days	12.00
Mileage	31.12
	<hr/>
	73.44

Emerson Van Scio:

Lost work	\$21.41
(Oct. \$7.41; Nov. \$14.00.)	
Per diem, 4 days	12.00
Service, 4 days	12.00
Mileage	12.23
	<hr/>
	57.64

Herman Becker:

Lost work, 2 days	\$15.50
Per diem, 4 days	12.00
Service, 4 days	12.00
Mileage	13.94
	<hr/>
	53.44

George Walker:

Lost work	\$11.95
Per diem, 4 days	12.00
Service, 4 days	12.00
Mileage	13.97
Telegram .....	.50
	<hr/>
	50.42

George Berger:

Lost work, 5 days	\$35.00
Per diem, 6 days	18.00
Service, 6 days	18.00
Mileage	91.98
	<hr/>
	162.98

Joseph Slight:

Lost work	\$3.53
Per diem, 4 days	12.00
Service, 4 days	12.00
Mileage	10.94
Telegram .....	.50
	<hr/>
	38.97

[fol. 436] EVIDENCE: PLAINTIFF'S EXHIBIT No. 9

Constitution and By-laws of the National Window Glass Workers

Revised at Joint Conference of Executive Board and Wage Committee September 11 to 19, 1922

Endorsed by Vote of Membership November 18 and 19, 1922

Effective January 1, 1923

[fol. 437] Constitution and By-laws of the National Window Glass Workers

[fol. 438] Constitution

Article I

Name

The name of this Association shall be the National Window Glass Workers.

Article II

Membership

Membership shall be composed of practical window glass Blowers, Gatherers, Cutters and Flatteners.

Article III

Headquarters

The headquarters of this Association shall be located in the City of Cleveland, Ohio.

Article IV

Object and Purpose

The object and purpose of this Association shall be to thoroughly unite all window glass workers, and to promote the interest and welfare of its members and their dependents in such manner as may be advisable or necessary, and not in conflict with the laws of State or Country.

Article V

National Officers

The National Officers of this Association shall consist of President, Secretary, Treasurer, Executive Board (two members from each trade), Trustees (one senior member of the Executive Board in point

of service from each trade), and Wage Committee (two members from each trade).

Article VI

Local Officers

The Local Officers shall consist of Local President, Secretary, Vice [fol. 439] Presidents, Chairman, Vice Chairman, Chaplain, Inspector and Inner and Outer Guards. The Local Council shall be composed of the Local President and Vice Presidents, over which the Local President shall preside. It shall be the duty of the Local Officers to enforce the laws at their respective Locals under the guidance of and subject to the advice and instruction of the proper National Officers.

Article VII

Recall

Any Local may initiate the recall of any National officer, or officers, through petition, stating reason for same, and signed by a two-thirds majority of the Local. The Executive Board shall order the petition to be published in the official minutes of the Executive Board session, following the date on which the petition is received at the National Headquarters.

The officer, or officers, against whom charges have been made, shall be given the privilege of explaining their actions in the same minutes in which the petition is printed. If the petition for recall is then endorsed by a two-thirds majority of five Locals, it shall be sent out for referendum vote of the membership. If the petition for recall is then carried by a two-thirds majority vote, the officer or officers against whom charges have been made shall be removed from office, and the vacancy filled as provided by law.

Article VIII

Amendments

All proposed alterations or amendments to the constitution shall be submitted to the membership for referendum vote, and a two-thirds majority vote shall be necessary to adopt such alterations or amendments.

[fol. 440]

By-laws

Section I

General Laws

Article 1. No member owning, holding or controlling stock in any window glass company shall be eligible to hold any of the National offices. No officer of any window glass company shall hold any local office.

Art. 2. Any member who accepts a place as Manager shall not be allowed to retain active membership in the Association.

Art. 3. No official correspondence shall be sent to the Local President in care of the Company.

Art. 4. No person shall become a member of this Association who has not been in this country for a period of five years and become a citizen of the United States, except through consent of the Executive Board, who shall have authority to determine the initiation fee.

Art. 5. Any foreigner, having secured admission to the Association through misrepresentation, may on conviction thereof, by the Executive Board, be expelled, or, if membership is retained, he shall be fined such sum as may be determined by the Executive Board, the amount not to exceed \$300.00.

Art. 6. The official transfer card shall bear the official seal of the Association.

Art. 7. No member of this Association shall induce practical window glass workers to come to this country. For violation of this section the member found guilty shall be fined \$100.00 for the first [fol. 441] offense, suspended for one year for the second offense, and expelled for the third.

Art. 8. No member of the National Window Glass Workers will forfeit his membership by working under the jurisdiction of any bona fide organization or by taking up any other occupation. But, should a member wish to retain beneficial rights of the National Window Glass Workers, he must pay into the general fund of the National Window Glass Workers before the end of each year he is absent the sum of \$10.00.

This does not apply to members working where no bona fide scale is in effect. In such cases the Executive Board shall have authority to impose a reinstatement fee.

Art. 9. Any proposition which specifies a reduction in the Wage Scale after it is signed shall be submitted to the membership for referendum action before being adopted.

Art. 10. There shall be published by the National Window Glass Workers a monthly journal to be issued from National headquarters.

Art. 11. The salary of the President shall be five thousand dollars (\$5,000.00) per year. The salary of the Secretary shall be four thousand dollars (\$4,000.00) per year.

Art. 12. In case of vacancy in office caused by death, resignation or removal of any National officer, the Executive Board shall have authority to fill the vacancy until a special election for the purpose of filling the vacancy can be held. Special election to be held within a period of sixty days following appointment unless the vacancy occurs during a shut-down in which event the election shall be deferred until a Wage Scale is in effect and a majority of the membership employed.

Art. 13. All members losing work caused by National Officers attending to their official duties, or because of being delegated to act in an official capacity, shall be fully compensated for such lost work. Members so affected must work a spare place when called upon to do so or with a spare workman, if the opportunity presents itself. Should anyone refuse to comply with this provision he shall not be entitled to compensation for lost work. All bills presented for his work must be O. K'd by the Local President, Local Secretary and Local Vice-President of the shift or department where the member or members are employed.

Art. 14. Local Presidents and Secretaries shall be paid the following amounts as salary:

Plants of eighteen (18) pot capacity or less, \$18.00 per year. For each pot above eighteen, \$1.00 per pot per year in addition. Three-fourths of the above amount shall be paid for services during the period plants are in operation and one-fourth shall be paid for the period when plants are not in operation. Officers serving part of a year shall be paid such portion of the salary for the year as his term of service is of the whole period. Officers are not entitled to compensation who serve less than one week. Members serving as Local President or Secretary who leave locals after plants cease operation sever their connection as local officers and shall not be compensated for the remainder of year.

Vice Presidents

Vice Presidents, per year.....	\$5.00
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[fol. 448]

Section II

Finance

Article 1. The National President and Executive Board may, in case of emergency demanding it, levy extra assessments, the amount to be fixed by said National President and Executive Board, but no extra assessments can be levied except for the protection of all Trade.

Art. 2. All assessments shall be based on such rates and percentages of the wages earned by the members as will be necessary for the purpose for which they are levied.

Art. 3. All assessments and dues shall be collected in the following manner. The Company or employer shall deduct on each settlement day 2% of each member's wages as regular dues. The Local President shall procure from the Company, or employer, check for assessments collected made payable to the National Secretary of the Association and forward same to the National Secretary immediately.

Art. 4. All moneys of the Association shall be deposited in the name of the Association in a time depository which shall be selected by a joint Committee of the Executive Board and Trustees, and in

part of said moneys shall be withdrawn except by check signed by the National President, National Secretary, Treasurer and a majority of the Trustees.

Art. 5. The amount of money in the checking account, or working fund, shall be limited to \$10,000.00, subject to check of President and Secretary.

Art. 6. All fines levied by Local Council or Executive Board shall be paid into the National Treasury of the National Window Glass Workers.

[fol. 444] Art. 7. The National Officers shall be responsible for all books of the Association. The National Secretary shall report in writing at each regular meeting of the Executive Board the receipts, expenses, deposits, and balance.

Art. 8. Any member indebted to this Association shall permit his employer to deduct from his wages an amount to be determined by the Executive Board to apply on the indebtedness. The employer shall include the amount collected in his check for assessments and dues to the National Secretary, and the amount so deducted shall be credited to the member on the indebtedness.

Art. 9. Members of the Wage Committee, Executive Board, Trustees and the Treasurer of the National Window Glass Workers, and all Committees appointed by the President and Executive Board shall each be allowed the following amounts:

Actual railroad fare and sleeper when necessary.

\$3.00 per day for services.

\$3.00 per day for hotel expenses.

\$3.50 per day lost work during the time plants are not in operation, but should said officer have employment while plants are not in operation, he shall be paid for the actual amount of wages lost. When plants are in operation, officers shall be paid for actual lost work.

Art. 10. The books and papers of this Association shall be audited annually during the 30 days preceding July 1st of each and every year by an expert auditor, to be selected by the Executive Board and Trustees.

Art. 11. A statement of all moneys received for lost work by members of the Executive Board, Wage Committee, Trustees, & other members, shall be printed in the monthly minutes.

[fol. 445] Art. 12. The National President and Executive Board shall be empowered to appoint a bonding officer. All bonds required shall be made to and in the name of said officers, who shall be custodians of same. This to apply to bonded National Officers only. The cost of securing bonds shall be paid by the National Organization.

Section III

Death Benefits

Article 1. Upon the death of a member in good standing this Association shall pay to his widow, if he leaves one, and if not then to his legal heirs, the sum of three hundred dollars (\$300.00).

Art. 2. Upon the death of the wife of a member in good standing this Association shall pay to such member the sum of two hundred dollars (\$200.00). Such payment shall not be made until satisfactory proof of death has been filed with and approved by the President and Executive Board.

Art. 3. To be in good standing a member must have complied with all the rules and usages in the Wage Scale and By-Law.

Art. 4. Members who were fifty-five years of age and remained actively engaged at their trades until February 5, 1916, and all members who remained actively engaged at their trades until they attained the age of fifty-five shall be eligible to all privileges and benefits of the Association so long as they do not violate the provisions of either the Wage Scale or By-Laws.

Any member leaving the trade who has not attained the age [fol. 446] of fifty-five years shall be governed by Art. 8 of Section I of these By-Laws.

Section IV

Apprentices

Article 1. The admission fee for an apprentice shall be \$25.00.

Art. 2. The Executive Board shall have authority to grant all apprentice certificates.

Art. 3. All applications for apprenticeship shall be made at a regular meeting of the Local and immediately referred to the Apprentice Board, who shall report back to the Local their recommendation. If the application is approved by the committee and concurred in by a majority vote, the application shall be forwarded to the Executive Board for consideration, but if the application is disapproved by the Committee and the report concurred in by majority vote, the application shall be considered rejected.

Art. 4. No apprentice certificate shall be granted by this Association to any one that is not more than sixteen years of age and of good moral character.

Art. 5. No member shall be granted an apprentice who is not in good standing in the Association.

Art. 6. The Apprentice Board of each Local shall consist of two members from each trade.

Art. 7. All apprentice applications must specify that the apprentice must learn the trade of his master workman, but is not deprived of the privilege to learn blowing or gathering, if granted papers for either of these trades.

[fol. 447]

Section V

Election

Article 1. The election of officers shall be conducted by a secret ballot, based on the Baker ballot system, and no member shall be eligible to vote for National officers unless he has worked at his trade during the blast in which the election is being held, and at plants where the Wage Scale is in effect.

Art. 2. Ballots or voting sheets shall not be sent to anyone except regularly elected Local Presidents, or one of the regularly elected Vice Presidents, during the absence of the Local President.

Art. 3. Ballots or voting sheets shall be sent to any place where there is a quorum of our members in good standing, but this does not apply to members working in machine plants.

Art. 4. No one shall be eligible to any of the National Offices unless he is a citizen of the United States and a member of this Organization in good standing, and has worked at his trade during the blast in which the election is being held. This not to apply to the National President or National Secretary holding office at the time of election.

Voting by proxy shall not be allowed, but any member unable to vote in person, may, by giving a reasonable excuse to the Local President, be permitted to seal his ballot in an envelope with his signature on the envelope and present same to a member of the Election Committee, who shall present the sealed envelope to the Election Committee when it shall be opened and ballot deposited in the ballot box.

Art. 5. A Committee shall be selected (one from each trade) whose [fol. 448] duty it shall be to take charge of the ballot upon any question concerning the affairs of the National Association at large. They shall count the vote after the last ballot has been cast and report the result in writing to the Local. The Local President shall forward the result of the report to headquarters. The Committee on Election shall have the local roll of membership and each member's name shall be checked when his vote is cast. Any Local President, Vice President or Election Committeeman violating any of the rules shall be fined \$10.00 for such offense by the Local Council or Executive Board.

The Committee having charge of the ballots shall receive as compensation the following amounts, which shall be paid to the members of the Committee after the second ballot:

Up to and including 24 pots.....	\$1.50
Above 24 pots and up to and including 36 pots.....	2.00
Above 36 pots.....	2.50

Art. 6. At the beginning of each blast or period there shall be elected a Local President and one Vice President from each trade. The Local President and Vice Presidents shall constitute the Local Council. All Local Presidents must be elected by a majority ~~of~~ of the members at a Local meeting, otherwise they will not be confirmed. Vice Presidents are to be elected by their respective trades and departments.

Art. 7. Official count of the vote shall be tabulated and a copy sent to all Locals for their examination.

Art. 8. All elections of Local Officers shall be by secret ballot, and the presiding officer of the Local shall act as judge, and [fol. 449] point two tellers. The tellers shall collect the ballots, count the same, and announce the result to the judge and delivery sheet to Local Secretary.

Art. 9. There shall be one member of the Executive Board from each Trade elected annually for a term of two years. There shall be one member of the Wage Committee from each Trade elected annually for a term of two years.

Art. 10. The National President, National Secretary and National Treasurer shall be elected annually and a majority of votes shall be necessary to constitute an election.

Art. 11. The Cutters and Flatteners Departments shall have full autonomy in the election of trade representatives, and upon all trade and apprentice matters, excepting the question of wages.

Each trade in the Blowing and Gathering Departments shall have full autonomy in the election of trade representatives and all trade matters, excepting apprentice matters and the wage question.

Art. 12. When there are two officers from the same trade to be elected on the Executive Board or Wage Committee, the one receiving the highest number of votes shall be declared elected for a two-year term. The candidates receiving the next highest number of votes shall be declared elected for a one-year term, providing the candidates have a majority of the votes cast.

Art. 13. Nominations for National Officers shall be declared open on the first Saturday of January and remain open until the last Saturday of January, inclusive, and all nominations must be made at [fol. 450] regular meeting of the Preceptory, after which election shall be ordered, and all officers elected shall qualify and be installed the first Saturday of July of each and every year. After the first ballot for any office, the names of all candidates shall be dropped, except the two who have received the highest number of votes cast, if there is but one to be elected. When there are two candidates to be elected all names shall be dropped except the four candidates having received the highest number of votes cast. When there are three to be elected, all names shall be dropped except the six candidates having received the highest number of votes cast.

Art. 14. The election for National Officers shall be held within one month after close of nominations on a definite date designated by the Executive Board. Any election for National officers held by any local on any day other than above specified shall be illegal and void. The general result of election for National officers shall be counted at Headquarters the first regular meeting of the Executive Board following the election.

Section VI

Laws of the Ballot

Article 1. All propositions for membership shall be read at the regular Preceptory meeting, when a ballot shall be taken, and the result determined according to law of the ballot as laid down in the ritual.

Art. 2. When any person or persons are blackballed their name or names shall be sent from the Preceptory to Headquarters, where a list of the names shall be kept, and any person or persons who have been rejected shall not be proposed for membership again until the expiration of four weeks. In balloting on candidates for membership a majority of white balls shall elect.

[fol. 451] Art. 3. All elections to membership must have the concurrence of the Executive Board before becoming legal.

Art. 4. When a member of any bona fide organization of Window Glass Workers applies for membership in the National Window Glass Workers Association, who has never been a member of the National Window Glass Workers, he shall be proposed at a regular meeting of the Local where he expects to work. The application shall be referred to a committee composed of members of the same trade as the applicant, which committee shall determine the candidate's fitness for membership and shall report at the next regular meeting of the Local, when a ballot shall be taken. If a number of black balls are cast equal to a majority of members of the trade of the applicant at the local, the applicant shall be declared rejected; otherwise elected. The fee for said applicant shall be \$2.00. If elected to membership, he shall be permitted to work at his trade wherever the scale of the National Window Glass Workers is in effect but he shall not be eligible to benefits until his dues or assessments paid shall have reached the amount of \$25.00, but he may become beneficial at any time after being elected to membership upon the payment of the said amount, \$25.00.

Section VII

Laws on Resolutions

Article 1. Any member may propose an amendment or an addition to the Constitution and By-Laws by presenting the proposed

measure in writing to any local at a regular meeting. If concurred in by a majority of the members present, the Local President shall [fol. 452] forward same to the National Secretary, who shall have same printed in the minutes of the following Executive Board meeting with preamble.

Art. 2. If the President and Executive Board consider such resolutions or amendments to the Constitution and By-Laws harmful to the interest of the Association, the Executive Board shall have authority to return the resolution to the Local stating plainly the reason for objecting. If upon receipt of the Executive Board's objections the Local proposing the resolutions does not consider the objections well founded, the resolution may be returned to Headquarters. After such action upon the part of the Local, the Executive Board shall order the resolution printed in the minutes with its objections and, if five locals endorse the resolution, it shall be sent out for referendum action of the membership.

Art. 3. All resolutions to be acted upon by the membership must be printed on individual ballots, said ballots to contain proposed measure without any preamble, and two blank spaces for the mark "X," followed by the words, "For Resolution," "Against Resolution."

Art. 4. Upon receipt of ballots, the Local President and Vice Presidents shall supply each member with one ballot and notify the membership of the time and place of the next Local meeting when ballots shall be referred to under the head of unfinished business and shall be open for discussion. After all present have had an opportunity to express their views, the ballots shall be taken up, counted by the tellers appointed by the Local President and the result recorded in the Local minutes.

Art. 5. The Local President shall at once make a report to the National Secretary, using one of the blank ballots for the purpose. The National Secretary shall present the reports to the Executive Board, who shall tabulate same and order the tabulated report printed in the minutes of the Executive Board meeting.

Art. 6. Any member unable to attend a Local meeting may vote by sealing his ballot in an envelope, attaching his name to the envelope, and presenting the same to one of the Election Board, who shall see that the ballot is presented at the Local meeting and deposited in the ballot box.

Art. 7. A majority of all votes cast shall be necessary to carry any proposition applying to the By-Laws or any other question excepting the Constitution. Any Local President permitting any of the provisions of this Section to be violated shall be fined five dollars (\$5.00) for each offense.

Section VIII

Duties of National President

Article 1. It shall be the duty of the National President to preside at all meetings of the Executive Board, Wage Committee, Trustees and Finance Committee, and cast the deciding vote in case of a tie.

The National President, National Secretary and Executive Board are by virtue of their offices a Committee of Superintendence. They shall be referred to as authority on laws governing the Association, giving advice and instruction, not only when applied to, but whenever necessary.

Art. 2. The National President shall rule on all questions of laws of the Organization in dispute, subject to an appeal to the Executive [fol. 454] Board. A majority vote of the entire Board shall be necessary to reject said ruling.

Art. 3. The National President shall have the power to remove any Local President for incompetency, or neglect of duty, and order the vacancy filled by new election or appointment.

Art. 4. The National President shall furnish bond to the amount of \$5,000.00, said bond to be made to bonding officer and held by same.

Art. 5. The President shall supervise and instruct the Local Presidents, also furnish such information as he may possess regarding the condition of the business to the Wage Committee previous to any wage conference.

Art. 6. In case of any member of the Wage Committee, Executive Board or Trustee being unable to attend a meeting of their respective bodies, the President shall appoint a substitute.

Section IX

Duties of National Secretary

Article 1. The National Secretary shall take charge of the correspondence, under the supervision of the National President. He shall be recording secretary of the Executive Board and Wage Committee. He shall be statistician of The Association, and shall render a complete statistical report annually.

Art. 2. It shall be the duty of the National Secretary to deduct the regular dues from all moneys paid as lost work.

Art. 3. The National Secretary shall receive all moneys due the National Treasury of the National Window Glass Workers, giving his receipt therefor, and shall deposit the same in the depository which [fol. 455] shall be selected by the Executive Board, and trustees in joint session.

Art. 4. The National Secretary shall give bond to the amount of \$5,000.00, said bond to be made to and held by bonding officer.

Art. 5. The National Secretary shall report all receipts, deposits and expenditures at each regular meeting of the Executive Board.

Art. 6. The National Secretary shall issue certificates of initiation and no candidate shall be initiated until said certificate is produced and read in open meeting, immediately preceding initiation.

Art. 7. The National Secretary shall be required to mail copy of the proceedings of each Board meeting to all National officers and Local Presidents, same to be read at Local meetings only, and he shall also supervise and instruct the Local Secretaries.

Section X

Duties of National Treasurers

Article 1. The duties of the National Treasurer shall be to sign all checks with the National President and National Secretary for amounts drawn from the time depository. He shall meet with the Executive Board at their regular meetings and examine the National Secretary's expense account, and all matters pertaining to finance. He shall furnish bond to the amount of \$5,000.00 said bond to be made to and held by bonding officer.

Section XI

Duties of National Trustees

Article 1. It shall be the duties of the National Trustees to act in [fol. 456] conjunction with the National President and Executive Board in selecting depositories for funds of the Organization, and no amount shall be drawn from the time deposits, except by check signed by the National President, National Secretary and National Treasurer, endorsed by a majority of the National Trustees.

Art. 2. Each National Trustee shall furnish bond to the amount of \$5,000.00, said bond to be made to and held by bonding officer.

Section XII

Duties of Executive Board

Article 1. The Executive Board shall meet the first Saturday in each month, or may be called together at any time or place by the National President, or four members of the Board.

Art. 2. In case of an emergency where funds are needed, should the funds of the National Association in its Treasury be insufficient to meet the demands, the National President and Executive Board are authorized to provide ways and means (if necessary by assessments)

upon the members actively engaged at their trades under the Wage Scale of this Organization) to meet the emergency.

Art. 3. Should any Local become extinct from any cause, then all books, papers, moneys, chattels and other property shall become the property of the National Body of National Window Glass Workers. Should any officer or officers of said Local refuse to turn over property which belong to the National Organization, then it shall become the duty of the Executive Board or National President to take necessary action for the recovery of same.

Art. 4. If any member of the Executive Board, Wage Committee, [fol. 457] Board of Trustees, or Treasurer, remain away from his trade for a period of two months during the operative period of the Wage Scale after two-thirds of the operative plants are in blast, the Executive Board shall declare said office vacant and the vacancy shall be filled as provided by law, except there be a reasonable excuse presented, which shall be passed upon by the President and the Executive Board.

Art. 5. The National President and Executive Board shall have the power to place fines on members for violating any laws of the Association where no penalty is provided by the law.

Art. 6. In the event of any member of the Executive Board absenting himself from two consecutive meetings, his place shall be declared vacant, and the vacancy filled as provided by law, except reasonable excuse be offered, which shall be passed upon by the Executive Board.

Art. 7. The Executive Board shall outline the policy of the Association, except where otherwise provided, also shall issue and enforce the wage scale and advise and assist the Wage Committees when called upon to do so by that body.

Art. 8. The Executive Board shall confirm all Local Presidents before they are commissioned by them.

Section XIII

Duties of Wage Committee

Article 1. It shall be the duty of the Wage Committee to formulate and negotiate a scale of wages for the members which shall be submitted to the manufacturers for their signatures. The Wage Committee shall also assist in enforcing the Scale.

Art. 2. It shall be the duty of the Wage Committee to meet all committees of the manufacturers upon matters pertaining to wages.

Art. 3. The Wage Committee shall draft such working rules as seem to be for the best interests of our members and said working rules shall also be presented to the manufacturers for their signatures.

Art. 4. The matter of formulating a scale of wages and working rules shall be in the hands of the Wage Committee which shall have full authority.

Art. 5. In case the Wage Committee is unable to affect a settlement, the President and Wage Committee shall call the Executive Board for a joint conference, the joint body to constitute a policy board or committee that shall outline a policy for placing a wage scale in effect.

Art. 6. In accordance with the Articles of Amalgamation, the ratio of wages established between all trades comprising the organization shall not be changed. All trades shall rise and fall alike unless otherwise agreed to by each of the non-contending trades.

Section IV

Duties of Local Officers

Article 1. It shall be the duty of the Local President and his Vice Presidents to collect all transfer cards from each member at the beginning of each working period, also from members coming during any part of the working period; this also to apply to members whether working regular or spare. Any Local Officer failing to do [fol. 459] so shall be liable to removal from office.

Art. 2. It shall be the duty of the Local President to appoint an apprentice board, two members from each trade, at the beginning of the period or blast and to fill vacancies when necessary.

Art. 3. When any Local difficulty arises between the members and manufacturers, the Local President shall assume full control and act with the advice of the Vice Presidents, unless the Local President shall have direct orders from the National President concerning the matter at issue, which orders he shall follow. During the absence of the Local President a Vice President selected by the Local Council shall assume control.

Art. 4. On questions of differences arising between members and manufacturers, the Local President shall convene the members and consider the question at issue under the laws, rules and usages of this Association. The Local President, in the absence of the National President, shall act as spokesman for the members.

Art. 5. When a difficulty arises, the Local President after having fully investigated the matter shall forward a detailed account to the National President and shall then be governed in the matter by the National President or Executive Board.

Art. 6. Local Presidents as soon as elected shall forward to Headquarters their full name and address, also the names and addresses of all Local Officers.

Art. 7. At the beginning of the blast each Local shall elect a recording secretary whose duties shall be to record the proceedings of the Local meetings in a book furnished for that purpose and to [fol. 460] read all communications received by the Local; to act as press correspondent for the "National" and statistician; also to furnish a list of names of members employed at the Local to be used by the Election Board in voting for National officers; and to perform such other duties as may be required.

The Local Secretary shall procure all bills weekly (for work performed by members) from the manufacturer, or employer, and he shall make a statistical report and forward same to Headquarters.

Art. 8. Each Local shall hold a meeting at least once a month, and any member failing to attend shall be fined \$1.00, unless excused by members of his Local. Members failing to attend a special meeting shall be fined \$1.00 unless excused by members of his Local.

Art. 9. All grievances that may exist in a Local shall be brought before the Local Council for settlement. After a fair and impartial trial, the Local Council shall have authority to fine any member found guilty of violation of these laws. The members fined shall have the right to appeal to the Executive Board in writing within thirty days after the fine has been imposed. The Executive Board at its next regular meeting shall consider and dispose of the appeal, which shall be either reversed, modified or affirmed. If reversed the Local shall immediately be notified and the matter dropped. If affirmed then the fine must be paid within thirty days, and if not paid, the Executive Board may suspend or expel such member.

Art. 10. Any member having charges preferred against him must be notified in writing of such charges, also time and place of trial. [fol. 461] Said member shall have the right to be represented by any other member, who is in good standing, as Counsel, and he may also present such witnesses as he may desire.

Art. 11. Locals can, if they so desire, meet as individual Locals instead of in joint session with others.

Art. 12. No National or Local Officer shall be discharged during a blast for other cause than willful neglect of duty.

Section XV

Duties of Members

Article 1. Candidates for membership shall be proposed by a member at a regular meeting and their fee paid in full. The proposition shall be referred to a committee of three, whose duty it shall be to inquire into the character and fitness of the candidate, and report back to the Local at its next regular meeting. This not to apply to Art. 4 of Sec. 6.

Art. 2. All members whether working regular or spare, shall deposit their transfer card with the Local President or a Vice President. Members in good standing shall refuse to recognize any one as a member unless transfer card is deposited according to the provisions of this law. Any member who refuses to assist the Local President or his Vice Presidents in enforcing this law shall be fined \$5.00 for each and every offense.

Art. 3. Any member known to leave his wages in the hands of his employer after the expiration of seven days from the date of his bill, or end of week's work, or any Local President known to assent to same, shall be fined \$25.00 for the first offense, and \$50.00 for the second. All fines shall be collected at the office of the Company [fol. 462] where members are employed. After the third offense the member shall be expelled by the Executive Board from all rights, benefits and privileges of the National Window Glass Workers for one year.

Art. 4. No member of this Association shall leave a meeting while the Local is in session, without first having secured the permission of the Presiding Officer.

Art. 5. Any member appointed on a Committee must report personally or in writing,—verbal reports by proxy shall not be considered.

Art. 6. Any member refusing to obey the lawful orders of the Local Presidents shall be fined \$1.00 for the first offense, and \$5.00 for the second offense, and be reprimanded at the Local meeting.

Art. 7. Any member who has knowledge of any violation of the laws of the Association shall report to the Local President.

Art. 8. No member shall render assistance, or in any way aid a workman who uses his influence to disorganize his fellow-workmen.

Art. 9. Any member or officer who shall make a mistake in making up his account, or handling the funds of the Association, shall be held personally responsible for any and all mistakes or losses, and shall not be excused by the Executive Board unless it is clearly shown that all necessary precautions were taken to prevent any loss or mistake.

Rules of Order

1. The presiding officer having taken the chair, the officers and [fol. 463] members shall take their respective seats, and at the sound of the gavel there shall be general silence.

2. Nine members shall constitute a quorum in Local meetings up to and including thirty pots, and fifteen members in all Local meetings for more than thirty pots.

3. The presiding officer shall preserve order and shall pronounce the decisions of the Local meeting on all subjects. He shall decide

questions of order without debate, subject to an appeal to the Local meeting by three members; on which appeal no member shall speak more than once, when the question before the Local meeting shall be: "Shall the decision of the presiding officer stand as the judgment of the Local meeting?" Which question shall be taken up by the Local meeting.

4. During the reading of the minutes communications, or other papers, or when a member is addressing the chair, silence will be observed.

5. Any member who shall misbehave in a meeting of the Local, disturbing the order and harmony thereof, by abusive, disorderly or profane language, or who shall refuse obedience to the presiding officer, shall be admonished for his offense by the presiding officer, and if he offend again, he shall be excluded from the room for the session, and afterwards dealt with as the Local meeting may provide.

6. No member shall be interrupted while speaking, excepting it shall be to call him to order.

7. If a member, while speaking, be called to order, he shall, at [fol. 464] the request of the presiding officer, take his seat until the question or order is determined, when, if permitted, he may proceed.

8. Each member, while speaking, shall be standing and respectfully address the presiding officer, confine himself to the question under debate, and avoid all personalities, indecorous or sarcastic language.

9. If two or more members arise to speak at the same time, the presiding officer shall decide who is entitled to the floor.

10. No member shall speak more than once on the same subject or question, until all who wish to speak have an opportunity to do so, nor more than twice without permission from the presiding officer.

11. No member shall speak longer than five minutes, for the first time, on any question, nor longer than three minutes for the second time, without permission from the presiding officer.

12. No motion shall be subject to debate until it shall have been seconded and stated from the chair. It shall be reduced to writing at the request of any two members.

13. While a motion is before the Local meeting, no other motion shall be in order, excepting for the previous question, to postpone indefinitely or for a certain time, to divide, commit or amend; which motions shall severally have precedence in the order herein arranged.

14. On the call of five members, debate shall cease, and the question shall be taken up on the matter or subject under debate.

15. On the call of five members, a majority of the Local meeting may demand the previous question, which shall be put in this form "Shall the main question now be put?" and until it is decided shall [fol. 465] preclude all amendments and all further debate.
16. Any member may call for a division of a question when the sense will admit it; but a motion to strike out and insert, shall be indivisible, except at the option of the mover.
17. Before putting a question, the presiding officer shall ask: "Is the Local meeting ready for the question?" If no member rises to speak, the presiding officer shall rise and put the question, and after he has arisen and put same, no member shall be permitted to speak upon it. While the presiding officer is addressing the Local meeting, or putting a question, silence shall be preserved.
18. All questions, unless otherwise provided for, shall be decided by a majority of the votes cast.
19. Any member may excuse himself from serving on a committee, if at the time of his appointment he is a member of any other committee. No member can be appointed on a committee when he is absent from the Local meeting.
20. The person first named on a committee shall act as chairman of said committee, until another chairman is chosen by the members, to serve in his stead.
- The mover of a resolution, referred to a special committee, is usually the first named thereon.
21. No committee can finally be discharged until all the debts contracted by it shall have been paid.
22. A motion to close is always in order after the regular business [fol. 466] has been gone through with, and said motion shall be decided without debate.
23. A motion to lay on the table, shall be decided without debate.
24. No motion for reconsideration shall be received if made by a member who voted with the minority in the first instance.
25. When a motion is postponed indefinitely, it shall not be acted on during that or the next succeeding meeting.
26. On the call of five members present, the yeas and nays shall be ordered. When the question is decided by yeas and nays, each member shall vote, and the names and manner of voting shall be recorded in the minutes.
27. The presiding officer shall not participate in debate while in the chair.
28. All correspondence shall be read at the regular meetings of each Local, and placed on file.

29. All questions of order not provided for by the rules must be determined by Cushing's Manual.

[fol. 467] Order of Business

1. Calling roll of officers.
 2. Reading of Local minutes.
 3. Report of Investigating Committee.
 4. Balloting for candidates.
 5. Initiations.
 6. Finance.
 7. Proposition for membership and appointment of Investigating Committee.
 8. Reading of correspondence.
 9. Report of Special and standing committees.
 10. Excuse of absentees at last meeting.
 11. Are there any out of employment and in need of assistance?
 12. Unfinished business.
 13. New Business.
 14. Roll call of members.
 15. Discuss labor and its interests.
 16. Closing.

And now by the power in me vested, I declare this meeting regularly closed until — at — o'clock, but should a special meeting be necessary each member will have due notice. (Give one rap.)

[fol. 468] EVIDENCE: PLAINTIFF's EXHIBIT No. 12

Nov. 24, 1922.

J. B. Scohy,
Secretary the J. B. Scohy Glass Co.,
Sistersville, W. Va.

Dear Sir

Replying to your letter of the 23rd instant I desire to advise that you do not seem to be very well posted as to the plants that are now in operation; you state the companies at Caney, Kans., and Grafton, W. Va., have made application to the Organization to be permitted to

continue the same tank in operation the second period. I wish to state it is true that the company at Grafton made this request, but there is no plant in operation at Caney at the present time, and the request of the Grafton Co., was refused.

We have refused several similar requests from other companies as we cannot make this concession to any one company without treating them all alike, and as you are a member of the Manufacturers' Wage Committee you are in position to understand this better than anyone who has not served on the committee.

For your information I am enclosing herewith list of plants now in operation.

I will refer your letter to the Executive Board at their meeting December 2nd, but I am of the opinion your request will be refused.

Very truly yours, _____, Secretary. g.

[fol. 469] The John B. Scohy Glass Co.,

Manufacturers of High Grade Window Glass

Phillippe Moine, President; August Raspillaire, Vice President; Emile Lambiotte, Jr., Treasurer; John B. Scohy, Secretary and Manager; Nestor R. Scohy, Assistant Secretary

Sistersville, W. Va., Nov. 23, 1922.

Mr. J. M. Siemer,
President National W. G. Workers,
Ulmer Bldg.,
Cleveland, Ohio.

DEAR SIR:

We have reports that, Caney, Kansas, Grafton, W. Va., and other companies are asking the privilege to run both periods in the same tank. If any privilege is granted, we would like to have the same opportunity, as it would save, around \$4,000 of our workers money. We could right go ahead and make the two periods in one tank, so I am making the request to be in conformity with the rest of the manufacturers asking the same privilege.

Trusting that my request will be taken into consideration, I am,
Yours very truly, John B. Scohy, Secretary. All orders taken
subject to strikes and all other accidents beyond our control.

[fol. 470] EVIDENCE: PLAINTIFF'S EXHIBIT No. 19

Wage Scale, 1922 and 1923

The undersigned Manufacturer, operating a 42 blower window glass factory, located at Okmulgee, Okla. agrees to the following Wage Scale and provisions:

This Wage Agreement shall be in effect for the First Period from September 25, 1922 to January 27, 1923, during which time the

Scale shall be in full force for sixteen (16) weeks or ninety-six (96) working days.

It is agreed by those who recognize this Wage Scale that glass must be produced from the tank to which this Wage Scale is assigned.

The Three shift system shall be established in all factories.

The following list shall govern payment to blowers per 100 foot box:

Single

8 x 10 to 10 x 15.....	A	\$.83	B	\$.54
11 x 15 to 14 x 20.....	A	.75	B	.62
14 x 21 to 18 x 24.....	A	.82	B	.69
16 x 25 to 20 x 30.....	A	.89	B	.74
21 x 30 to 24 x 30.....	A	.96	B	.77
24 x 31 to 24 x 36.....	A	.99	B	.80
26 x 36 to 30 x 41.....	A	1.09	B	.87
All above	A	1.14	B	.92

Double

8 x 8 to 16 x 24.....	A	\$.84	B	\$.71
16 x 25 to 24 x 36.....	A	1.22	B	1.03
24 x 37 to 30 x 40.....	A	1.31	B	1.11
30 x 41 to 36 x 51.....	A	1.45	B	1.24
36 x 52 to 39 x 60.....	A	1.76	B	1.53
40 x 60 to 40 x 78.....	A	2.34	B	2.04
All Above	A	4.32	B	3.83
Grinders .....				.74

Art. 1. On the above single strength brackets there shall be applied a 10% differential to single strength blowers. There shall also be paid to blowers, gatherers, flatteners and cutters an additional advance of 7½% for "AA" quality in both single and double strength.

Art. 2. There shall be paid as a minimum wage for all glass booked in single strength, \$.74 per box to the blower, which includes 10% differential, a minimum wage of \$1.03 per box shall be paid to double strength blower.

A minimum wage shall apply on all places where the average is less than the amount stated but, in case of breakage from stony glass, adjustments are to be made in conformity with Article 28 of Section 1 of this Wage Scale.

Art. 3. Gatherers shall receive 80% as much as blowers' gross wages for both single and double strength in all sizes.

Art. 4. Flatteners shall receive 27% as much as blowers' wages for both single and double strength in all sizes less the 10% differential paid to single strength blowers.

Art. 5. Cutters shall be paid, for cutting single strength \$.28 per box of 100 square feet; for cutting double strength, \$.3475 per box of 100 square feet.

Art. 6. In the event of an increase in the selling price of glass, the joint Wage Committees shall be called together for the purpose of revising the wage scale.

Art. 7. The snappers' work shall consist of picking pipes, putting up bell, putting in pipes, blowing in holes, raising out rollers, cracking open, capping off, assisting in setting rollers off the horse, blocking lumps on places making six or less per hour and blowing out and assisting blowers on the pompadour notch and big places.

Art. 8. Where snappers assist blowers in capping off, both ends of the roller shall be capped. Where the cap end is removed by the blower, the snapper shall cap the hole end and vice versa.

Art. 9. Fluted Glass.—Fluted glass shall be paid for as follows:
\$1.55 per box of 100 square feet to the blower.

Seventy-five (75%) percent as much as the blowers' wages to the gatherer.

Twenty-five (25%) percent as much as blowers' wages to the fatterer.

\$40 per box of 100 square feet to the cutter.

Art. 10. Heavy Specialties.—32 oz. and 34 oz. glass shall be paid for as follows:

Blowers' wages per 100 foot up to and including 16 x 24, \$1.17 per box; all above 16 x 24, \$2.94 per box.

Thirty-two oz. or 34 oz. glass containing 110 or more united inches shall be paid for at the rate of \$4.17 per box to the blower.

Blowers shall receive for blowing 36 oz. glass, \$2.47 per box up to and including 16 x 24; above 16 x 24, \$2.93 per box.

Gatherers 80% as much as blowers' wages.

Flatteners 27% as much as blowers' wages.

Cutters shall be paid, for cutting 32 oz. and 34 oz. glass, \$526 per box of 100 square feet. For cutting 36 oz. and 39 oz. glass \$632 per box of 100 square feet. Cutters shall receive price and one-half for all fractional sizes booked above 16 x 16 and double price for all fractional sizes booked 16 x 16 and under, and double price for all sizes under 14 united inches.

Art. 11. When orders are given for 29 oz. glass averaging seven (7) lights to the inch all trades shall be paid at the rate of 25% less than price specified for heavy specialties.

Art. 12. Glass averaging 39 oz. to 42 oz. to the square foot shall be paid for at the rate of \$4.17 per box to the blowers; gatherers 80% as much as blowers' wages; flatteners 27% as much as blowers' wages.

Art. 13. No rollers shall be made at a greater rate than nine (9) per hour. The company shall post in blowing room the size each shop, single and double, shall work on.

Sixty-five (65) rollers shall constitute a day's work. In case of a roller breaking on the crane or on the horse from capping off or cracking open, blowers and gatherers shall be privileged to make up such breakage so that 65 rollers are produced for a day's work.

[fol. 471] Art. 14. Cutters shall receive price and one-half for all fractional sizes above 16 x 16 and double price for all fractional sizes booked 16 x 16 and under and double price for all sizes under 14 united inches.

Art. 15. \$10.00 extra shall be paid to cutters at the end of every four weeks' cutting the big place.

Art. 16. A Boss Cutter shall be employed by all firms and shall be a member of the National Window Glass Workers in good standing. Boss Cutters shall receive the following rate of wages for their services: For 12 pots or less, \$15.00 per week and \$3.00 for each additional 12 pots or less per week. This rate only to apply to cutters who are working.

Art. 17. The number of lights per box in all strengths shall be uniform.

Art. 18. The following list governs cutters when setting out single strength sheets: Sheets not exceeding 40 x 60 or its equivalent in inches shall be set out at the rate of 6½ lights per 100 foot box; 42 x 60 up to and including 46 x 60, or its equivalent in inches, to be set out at the rate of 6 lights per 100 foot box; 48 x 60 and above, or its equivalent in inches, to be set out at the rate of 5½ lights per 100 foot box.

In setting out double strength sheets: 50 x 60 or the equivalent in inches not to exceed 70 inches in length, shall be set out at the rate of 5 lights per box. In setting out other sizes in double strength, cutters shall be guided by the cutters' guide for booking glass.

Art. 19. Manufacturers may set out stock sheets in amounts not to exceed 600 feet per week for any pot, place or blower. This is to apply to both single and double strength.

The single and double strength glass set out shall be booked to the blower at the price the single strength and double strength glass respectively, cut and packed during the week it is set out, averages per box.

In addition to the above amount of stock sheets, companies may set out as stock sheets from any or all places one week's production any week after the fourth operating week. The glass that is set out as stock sheets for this week shall be paid for according to the average of the place for the week preceding.

The cutter is to receive full price for all glass set out in stock sheets.

Stock sheets shall not be cut up or shipped during the blast.

Art. 20. Poor double strength glass may be set out for grinders at the rate of one thousand feet per four weeks per pot or place and not to exceed one thousand feet for any four weeks. Single strength shall not be set out for grinding purposes.

Art. 21. Crackled or muffled glass shall be paid for at the rate of \$1.17 per box of 100 square feet. Gatherers to receive 80% as much as blowers' wages.

Art. 22. There shall be no glass blown, gathered, flattened or cut on the following holidays: Thanksgiving, Christmas, Labor Day and Decoration Day.

Art. 23. Manufacturers shall furnish a plentiful supply of clean sawdust and shall have same placed in the blowing room conveniently. Manufacturers shall also furnish ice for drinking water, oil, soap, chalk; also must at their own cost piece blow pipes and provide new handles on same.

Art. 24. Manufacturers shall pay snappers' wages and it is hereby agreed that it is the duty of blowers and gatherers to work without snappers when it is not possible for the company to secure the services of a snapper, and for such services there shall be extra compensation paid to the blower and gatherer equaling the amount paid to snapper.

It is also agreed by representatives of the National Window Glass Workers, parties to this Wage Scale, that it shall be the duty of the blower to cap off when a snapper is not capable of so doing.

Art. 25. Manufacturers shall pay all workmen weekly. Members shall be paid for the week's work not later than the following week.

Art. 26. Manufacturers shall deduct from the earnings of all members of the National Window Glass Workers working for them, two (2%) per cent of the amount earned for dues to the National Window Glass Workers and shall within ten days after each and every settlement, present check for the full amount to the Chief Preceptor, payable to the Secretary of the National Window Glass Workers, together with the names, amounts earned and the amount paid by each member during said period, same to be forwarded by the Chief Preceptor to the National Secretary. No debt of any kind that a member contracts shall prevent the deduction of this two (2%) per cent and any Manufacturer who overpays or fails to deduct and forward said money for dues shall be liable to the National Window Glass Workers for the payment of same whether the member has anything due him or not. This also applies to entire earnings of Boss Cutter and Boss Flatteners. All bills to be presented weekly with the amount earned. Said bills to have the amount of glass out in each bracket and the amount of A and B.

Art. 27. The Manufacturer shall deduct money from members' wages when notified to do so by the President, Secretary, Chief Preceptor or Executive Board Member and the National Window Glass Workers shall collect from its members money or transportation advanced to its members by any manufacturer provided the member signs an order and continues to work at his trade.

Art. 28. In case disputes arise concerning poor glass, the blower and gatherer shall be required to work at list wages unless released by the Manager or Chief Preceptor, except that this shall not apply to stony glass in which case the Manufacturer shall pay an average day's wages if he insists on having the glass worked. The gatherer and flattener shall receive the same proportionate guaranty as the blowers' guaranty. When a general guaranty is given at any plant to protect the blower, gatherer and flattener from poor glass, it shall be made by the Chief Preceptor and Local Council subject to ratification by the President or Executive Board. Should such guaranteed glass amount to more than the specified guaranty, the blower, gatherer and flattener shall receive the benefit of the full amount of such excess. Should such guaranteed glass amount to less than the specified guaranty, the cutter shall receive the same relative increase as provided for the blower, gatherer and flattener.

Art. 29. Forty (40) hours shall constitute a week's work for the blowers and gatherers. The following system may be adopted when locals so decide: In order to do away with the four o'clock shift on Saturday morning, the midnight shift shall produce a full day's work, the day shift starting at eight o'clock and working until twelve noon. The four o'clock shift finishes work for the week at midnight Friday night. All work ceases on Saturday at twelve o'clock noon.

No more than five (5) hours shall be worked consecutively without at least thirty (30) minutes tempo being taken.

[fol. 472] Art. 30. The President and Executive Board of the National Window Glass Workers shall have the privilege at any time during the operative period of this agreement to place a checker in the plant of any company in which they see fit to do so. Said checker shall have the privilege of making a record of all glass cut and packed at said plant.

Art. 31. All manufacturers signing or authorizing the signing of this scale hereby agree to bind themselves to comply with the usages and working rules of the National Window Glass Workers which shall be printed for the use of both parties.

Art. 32. In case of fires being blocked or plants going out of blast, all glass must be cut up and counted off by the regular cutter and the four trades paid in full at the end of seven (7) days from the time of going out of blast.

Art. 33. All manufacturers signing this Scale hereby bind themselves and those they represent to and with the National Window Glass Workers that they will not, either by themselves or any officer, stockholder, representative or other authorized person, sign any other scale or agree to pay any other scale of wages than the scale provided herein, and for any violation of this the President of the National Window Glass Workers shall, upon being satisfied of the violation, notify the company or firm that they have cancelled this

scale to such manufacturers and all members of the National Window Glass Workers employed by such manufacturers shall cease work.

Art. 34. We, the Scale Committee of the National Window Glass Workers, do hereby declare that we represent each and every member of the National Window Glass Workers and that we have been given full authority by all of said members to sign this scale and each manufacturer signing or authorizing the signing of this scale thereby recognizes the said Scale Committee and acknowledges its authority to so sign.

Section II

Rules for Working—Manufacturers

Art. 1. A monthly statement of production giving the amount of glass cut in each bracket and quality of glass shall be forwarded by each manufacturer to the Secretary of the National Window Glass Workers not later than seven (7) days after the end of the last working week of each month. Forms on which the entries are to be made shall be furnished by the Secretary of the National Window Glass Workers to each company.

Art. 2. Manufacturers shall employ regular skimmers for both day and night shifts on each tank to do all necessary skimming. Gatherers shall be permitted to skim at the beginning of the shift and at tempo.

Art. 3. Weekly payment of wages shall be made when the respective shifts cease work for the week.

Art. 4. No Chief Preceptor, Executive Officer, Scale Committee-man or Trustee shall be discharged during the blast, except for wilfully neglecting his work or incompetency, which shall be proven to the satisfaction of the Local Council.

Art. 5. Any company hiring a member and said member, upon arrival and reporting for duty, finding no vacancy existing or plant not ready to operate as per notification, shall pay said member at the rate of \$20.00 per week until place is vacant or plant in operation, or, at the option of the member, said company shall defray all expenses incurred by said member from the time he left his home or place of starting until his return to destination.

Art. 6. Any manufacturer introducing into his flattening house, blow furnace, tanks or pots, new inventions or supposed improvements, shall, so long as said improvements continue to be an experiment or until it shall have been demonstrated that it shall not be a loss to the workmen, pay a guarantee to all workmen whose work is or may be affected by said machine or inventions. Said guarantee shall consist of so much per box and every six and one-half ($6\frac{1}{2}$) rollers to constitute a box of S. S. and the number of rollers according to the regular list to constitute a box of D. S. Said guarantee to

be arranged between the Manager of the said works and the President of the National Window Glass Workers, subject to ratification of the Executive Board.

Art. 7. No member of the National Window Glass Workers shall be denied the right to enter any factory, flattening house or cutting room where the National Scale is in force. This not to apply to men under the influence of strong drink, sleeping in factories or using abusive language.

Section III

General Working Rules

Art. 1. The following working rules shall govern both Manufacturers and members of the Association on and after the signing of what is known as the Wage Scale.

Art. 2. In all cases except in cases of wilful neglect of work when immediate discharge may follow, seven (7) days' notice shall be given before discharging any workman except that a two weeks' notice shall be given by both manufacturers and workmen in case of discharging or quitting a place previous to commencement of blast. Any workman desiring to quit a place shall be required to give seven (7) days' notice and to faithfully work out same unless released by his employer. Notice to quit a place to be valid must be given in writing to the Chief Preceptor, this to apply alike to employers and men. Transfer cards are to be signed by the Chief Preceptor and the Manager for the company. These provisions apply to all members of the National Window Glass Workers and all manufacturers signing this Wage Scale. When spare men are employed, the terms of the agreement entered into between the spare workman and the Manufacturer are to be made known to the Chief Preceptor. In all cases where spare men are engaged by definite contract, the terms of which are made known to the Chief Preceptor, seven (7) days' notice given by either party concerned shall terminate the contract.

Art. 3. When a member leaves a factory either by discharge, release by Manager, or after having worked out his week's notice, the Chief Preceptor shall notify the Manager or firm that the member's wages are due immediately or in no case later than seven (7) days after the expiration of notice or dismissal.

Art. 4. Blowers and gatherers are not permitted to work two successive shifts. Spare men are permitted to work forty (40) hours per week and may work two successive shifts provided they do not work a number of hours exceeding the number worked by the regular shift.

Art. 5. No member shall gather or blow before twelve o'clock midnight Sunday.

Art. 6. No member of this Association shall pay for the piecing or repairing of pipes or tools at any time and the manufacturer shall also furnish pipe handles and have them put on. A rental charge not to exceed 25 cents per week may be made when manufacturers furnish a full set of blow pipes.

[fol.473] Art. 7. Gatherers and blowers working spare glass shall mark it spare and have it kept separate.

Art. 8. All companies engaging a spare man will have him mark his glass when gathering the same as when blowing and not pay an average blowing.

Art. 9. Manufacturers shall furnish black-boards or slates to lahr tenders and shove-in boys on which shall be kept an account of all glass which bursts in the oven and number of pieces coming off the Jahr.

Art. 10. No two blowers or gatherers shall be allowed to work in the same place on the same shift except as helpers, unless in case of accident to a ring such as is caused by iron falling into the tank. Two gatherers may be allowed to work in the same place provided the change is acceptable to the blower and gatherer regularly hired in such place.

Art. 11. A list of all fines imposed shall be handed into the office of the company by the Chief Preceptor and the amount deducted from such workmen's accounts at the next settlement.

Art. 12. A blower or gatherer working at single strength making a thickness of less than eleven to the inch shall be fined five dollars (\$5.00) for each and every offense.

Art. 13. Members will not be allowed to work with anyone not a member of the Association. This, however, does not apply to discharged apprentice.

Art. 14. Any blower or gatherer making more grinders than provided for by law or any cutter cutting or setting out more stock sheets or grinders than provided by law shall be fined not less than five dollars (\$5.00) for the first offense and ten dollars (\$10.00) for each succeeding offense.

Art. 15. No blower shall be allowed to let snappers open, swing or put rollers on the crane. Anyone violating this law shall be fined at the discretion of the Local Council. This shall also apply to snappers carrying lump to cooling tub.

Art. 16. Snappers shall not be allowed to gather on ring irons for the purpose of filling thread pots or glazing blocks or to make trinkets. This does not apply to snappers gathering threads during the blowing.

Art. 17. Blowers and gatherers shall be compensated at the rate of five dollars (\$5.00) per week for two weeks, the amount to be

shared in any manner agreed upon by the blower and gatherer, for teaching a snapper who is not competent. Where it is not possible to secure the services of a snapper, blowers and gatherers shall work without snappers and shall receive snappers' pay.

Art. 18. No member or local, when a difficulty arises, shall have the right to cease work or pull pipes without the authority or permission of the National President or Executive Board through the Local council.

Art. 19. Where breakage of glass occurs through fault in construction of flattening oven, or breaking of dip frames, blowers, gatherers and flatteners shall be reimbursed and receive an average of pay for all glass broken.

Art. 20. A thorough investigation of the methods of any company shall be undertaken when charges are made by the Chief Preceptor, or council, that members are not receiving proper amount of boxes or wages. Any member assisting in the investigation shall be properly protected by the Organization.

Section IV

Flatteners

Art. 1. Twelve pots shall be the limit for any one flattening oven.

Art. 2. Where Boss Flatteners are employed they shall be members of the National Window Glass Workers. Boss Flatteners are not permitted to discharge members of the National Window Glass Workers. Notice to be valid must be handed to the Chief Preceptor by the Manager. The Chief Preceptor will place the notice in the hands of the member affected.

Art. 3. Where twelve pots are flattened in any oven, three flatteners shall be employed on said oven.

Art. 4. No flattener shall be employed more than eight hours unless in case of emergency.

Art. 5. No flattener shall flatten for more than four blowers unless in case of actual emergency.

Art. 6. No glass shall be flattened between the hours of 6:00 P. M. Saturday and 6:00 P. M. Sunday night, unless in case of actual emergency which shall be determined by the Chief Preceptor in consultation with the Preceptor of the flattening department and the management of the plant.

Art. 7. Company shall furnish stickers for shove boys and lehr tenders. Flatteners are required to watch glass flattened and to check up from the reports made by the shove boys and lehr tenders in order that he will have accurate knowledge of the number of

sheets and pieces taken off the lehr and the number of rollers burning in the stick-hole.

Art. 8. No one other than an apprentice shall be allowed to lay out unless the oven is larger than a four-stone. Any flattener violating this law shall be fined twenty-five (\$25.00) dollars.

Art. 9. Flatteners shall not saw or cut the rounds off logs or scantlings to prepare blocks. A supply of flattening blocks shall be placed before each oven.

Art. 10. No flattener shall be allowed to pay any part of layer-out wages or any help that may be employed about the flattening house.

Art. 11. Flatteners are permitted to assist in setting flattening stones, building fire boxes or mantles or anything pertaining thereto, provided the flattener receives satisfactory compensation.

Art. 12. Flatteners shall not be allowed to rub flattening stones.

Section V.

Cutters

Art. 1. No cutter shall be allowed to cut more than three (3) pots of single strength and three (3) pots of double strength.

Art. 2. Each cutter shall assort his own glass, count off the same and credit to the blower, gatherer and flattener, and the cutter shall give the blower, gatherer and flattener a weekly account of glass cut and shall also place slips giving number of blowers place, which will state number of boxes cut and bracket in which they are booked after having counted off.

[fol. 474] Art. 3. No cutter shall work while the fire is out filling orders from glass set out in the sheet for weekly wages when such wages would be exceeded in amount if the glass cut were paid for according to the regular price per box as fixed in the Articles of Agreement between this Association and the Manufacturers.

Art. 4. Cutters setting out glass in stock sheets shall be guided by Article 18 of Section 1 of this Wage Scale.

Art. 5. Each manufacturer shall employ a Boss Cutter, said Boss Cutter to be a member of the National Window Glass Workers, and he shall divide and distribute the orders among the cutters. Boss Cutters, shall not have authority to discharge members. Notices to be valid must be given to the Chief Preceptor by the manager. Chief Preceptors will place notices in hands of members affected.

Art. 6. All fractional sizes shall be counted to the full inch above.

Art. 7. No cutter shall be allowed to accept less than the regular price per box for cutting on account of the employment of an assorter.

Art. 8. All glass must be flattened and cut weekly, except in cases of ovens breaking down or other unavoidable circumstances.

Art. 9. Cutters, when squaring up glass in sheets and standing them out, shall book the same according to the wage agreement, and any cutter violating this law shall be fined twenty-five dollars (\$25.00) for the first offense, and fifty dollars (\$50.00) for the second offense, and any member found guilty of a third offense shall be suspended from the Association.

Art. 10. Cutters shall not be allowed to work on Sundays, subject to a fine of five dollars (\$5.00) for each and every offense.

Art. 11. All stock sheets must be handled by the cutter who shall receive full price for doing same.

Art. 12. Cutters shall not cut or book more than one blowers' glass at any one time.

Art. 13. Cutters shall not carry spare glass into their stalls to cut. The company shall bear the expense of such transfer.

Art. 14. The manufacturer shall furnish oil and chalk for cutters.

Art. 15. Cutters shall not be allowed to cut glass in any size and book same to the company and themselves. For violation of this law a fine of twenty-five dollars \$25.00 shall be imposed for the first offense, fifty dollars (\$50.00) for the second offense and suspension from the Association for the third offense.

Addenda

Glass Specialties:

Colored and White Crystal Balls—
\$23 per ball.

Gatherers shall receive 80% as much as blower.

Thin Glass—

\$1.78 for 7 rollers.

Gatherers shall receive 80% as much as blower.

Flatteners shall receive 27% as much as blower.

Double Strength—Size 40 x 52—

\$2.21 for 7 rollers.

Gathers shall receive 80% as much as blowers.

Flatteners shall receive 27% as much as blower.

Accepted 10-5-1922.

Baker Bros. Glass Co., Manufacturer. Chas. J. Lunney, Chief Preceptor. J. R. Scohy, Mgr. Manufacturers' Wage Committee: Frank Bastin, Chairman. Wm. Smith, Secretary. H. R. Hilton. J. B. Scohy. Chas. H. Harding. Wm. S. Phillips. H. L. Everts. Amour Loriaux. National Window Glass Workers' Wage Committee: J. M. Siemer, President. Thos. Reynolds, Secretary. Arthur Pierce. Marion Clark. Geo. Rossell. Edgar Robinson. Thomas Gray. Arthur Wittebort. Luther Dulaney. Harry C. Parker, Sr.

[fol. 475] EVIDENCE: PLAINTIFF'S EXHIBIT No. 20.

Wage Scale of the National Window Glass Workers

Effective, Subject to Provisions Within, from September 6, 1921, to December 19, 1921, and from February 15, 1922, to May 17, 1922

Agreed to by the National Window Glass Workers and National Association of Window Glass Manufacturers Wage Committees

Cleveland, Ohio, August 30, 1921.

[fol. 476]

Wage Scale

The undersigned Manufacturer of Glass, located at ——, agrees to the following Wage Scale and conditions:

This wage agreement shall be in full force and effect from September 6, 1921 to December 19, 1921 inclusive, during which period any manufacturer signing this scale shall operate thirteen (13) weeks or seventy-eight (78) days, and from February 15, 1922 to May 17, 1922 during which period any manufacturer signing this scale shall operate thirteen (13) weeks or seventy-eight (78) days.

It is agreed by those who recognise this Wage Scale that glass must be produced from the tank to which this Wage Scale is assigned.

It is also agreed that this Wage Scale shall not be presented until the second period to any manufacturer who does not commence the first operating period on or between the dates of September 6, 1921 and September 19, 1921. Any manufacturer who commences operations during the first period and is not able to continue in operation during the entire period the Wage Scale is effective, shall not be permitted to sign this wage agreement during the second period.

The four shift system shall be established in all factories.

An extra number of cutters and flatteners, proportionate to the extra number of blowers and gatherers, shall also be employed.

Extra stalls for cutters must be erected wherever possible. Wherever it is not possible to erect extra stalls, cutters must be employed in proportion to blowers and gatherers.

[fol. 477]

Per 100 Foot Box

Single

8 x 10 to 10 x 15.....	A	\$.86	B	\$.73
11 x 15 to 14 x 20.....	A	1.01	B	.84
14 x 21 to 16 x 24.....	A	1.11	B	.94
16 x 25 to 20 x 30.....	A	1.22	B	1.00
21 x 30 to 24 x 30.....	A	1.30	B	1.04
24 x 31 to 24 x 36.....	A	1.34	B	1.09
25 x 36 to 30 x 41.....	A	1.49	B	1.19
All above	A	1.56	B	1.25

Double

6 x 8 to 16 x 24.....	A	\$1.14	B	\$1.97
16 x 25 to 24 x 36.....	A	1.65	B	1.40
24 x 37 to 30 x 40.....	A	1.78	B	1.51
30 x 41 to 36 x 51.....	A	1.97	B	1.89
36 x 52 to 39 x 60.....	A	2.40	B	2.08
40 x 60 to 40 x 78.....	A	8.18	B	2.77
All above	A	5.87	B	5.21
Grinders				1.00

Art. 1. There shall be paid as a minimum wage for all glass booked as single strength, \$1.00 per box to the blower, which includes 10% differential and 80%, 27% and 45% of \$1.00 per box to single strength gatherers, flatteners and snappers respectively.

A minimum wage of \$1.40 per box shall be paid to double strength blowers, gatherers, flatteners and snappers shall receive 80%, 27% and 45½% respectively as much as this amount.

The minimum wage shall apply on all places where the average is less than the amount stated but, in case of breakage from stony glass, adjustments are to be made in conformity with Article 28, Section 1, of this Wage Scale.

Art. 2. On the above single strength brackets there shall be applied a 10% advance differential to single strength blowers exclusively. There shall also be paid to blowers, gatherers, flatteners, cutters and snappers an additional advance of 7½% for "AA" quality in both single and double strength.

[fol. 478] Art. 3. Gatherers shall receive 80% as much as blowers' wages for both single and double strength in all sizes less the 10% advance differential paid to single strength blowers.

Art. 4. Flatteners shall receive 27% as much as blowers' wages for both single and double strength in all sizes less the 10% advance differential paid to single strength blowers.

Art. 5. Cutters shall be paid for cutting single strength \$38.2 per box of 100 square feet; for cutting double strength \$47.3 per box of 100 square feet.

Art. 6. Snappers shall receive 45% as much as blowers' wages for both single and double strength in all sizes less the 10% advance differential paid to single strength blowers.

Art. 7. Where snappers assist blowers in capping off, both ends of the roller shall be capped. Where the cap end is removed by the blower, the snapper shall cap the hold end and vice versa.

Art. 8. Fluted Glass.—Fluted glass shall be paid for as follows: \$2.11 per box of 100 square feet to the blower.

Seventy-five (75%) per cent as much as the blowers' wages to the gatherer.

Twenty-five (25%) per cent as much as blowers' wages to the gatherer.

\$54.4 per box of 100 square feet to the cutter.

Forty (40%) per cent as much as blowers' wages to the snapper.

Art. 9. Heavy Specialties.—32 oz. and 34 oz. glass shall be paid for as follows:

Blowers' wages per 100 foot box up to and including 16 x 24, \$2.69 per box; all above 16 x 24, \$3.18 per box.

[fol. 479] Thirty-two oz. or 34 oz. glass containing 110 or more united inches shall be paid for at the rate of \$5.67 per box to the blower.

Gatherers 80% as much as blowers' wages.

Flatteners 27% as much as blowers' wages.

Snappers 45% as much as blowers' wages.

Cutters shall be paid for cutting 32 oz., 34 oz. and 36 oz. glass \$71.6 per box of 100 square feet. For cutting 39 oz. glass, \$86 per box of 100 square feet. Cutters shall receive price and one-half for all fractional sizes booked above 16 x 16 and double price for all fractional sizes booked 16 x 16 and under and double price for all sizes under 14 united inches.

Heavy specialties are to be produced in the following manner:

Up to 32 x 52—not exceeding 40 rollers per shift.

Up to 40 x 52—not exceeding 36 rollers per shift.

Up to 48 x 52—not exceeding 32 rollers per shift.

Art. 10. When orders are given for 29 oz. glass averaging seven (7) lights to the inch, all trades shall be paid at the rate of 25% less than price specified for heavy specialties. Twenty-nine ounce glass is to be made at the rate per hour specified for double strength.

Art. 11. Glass averaging 39 oz. to 42 oz. to the square foot shall be paid for at the rate of \$5.67 per box to the blowers; gatherers 80% as much as blowers' wages; flatteners 27% as much as blowers' wages; snappers 45% as much as blowers' wages.

Art. 12. Single strength may be made in the following sizes only: size specified is size work is to cut. Two inches in length and two inches in width is allowed for cutting.

36 x 56 may be made at the rate of ten (10) per hour as special orders.

[fol. 480] 48 x 56 may be made at the rate of eight (8) per hour as special orders.

48 x 52 may be made at the rate of nine (9) per hour as special orders with the understanding that when orders on any of the above sizes are given, glass is to be cut in sizes above the 16x24 bracket, provided the quality of the glass is suitable.

The following sizes in single strength may be made at the rate of nine (9) per hour:—36 x 64, 38 x 60, 38 x 62, 40 x 56, 40 x 58, 40 x 60, 42 x 50, 42 x 56, 42 x 58, 44 x 52, 44 x 54, 44 x 56.

The company shall post in blowing room the size each shop, single and double, shall work on and Preceptors shall see that all workmen work in sizes specified.

Fifty (50) rollers shall constitute a day's work. In case of a roller breaking on the crane or on the horse from capping off or cracking open, blowers and gatherers shall be privileged to make up such breakage so that 50 rollers are produced for a day's work.

Art. 13. Number of D. S. Rollers Allowed per Hour.—

All sizes up to and including 1,860 square inches, 9 per hour.

All sizes up to and including 2,160 square inches, 8 per hour.

All sizes up to and including 2,584 square inches, 7 per hour.

All sizes above 2,584 square inches, 6 per hour.

Up to and including	Per hour
28x72	8
30x62	9
30x72	8
30x86	7
32x58	9
32x66	8

[fol. 481]

32x80	7
32x60	8
34x76	7
36x72	7
38x68	7
40x54	8
40x64	7
42x50	8
42x60	7
44x48	8
46x56	7
48x52	7

Art. 14. Cutters shall receive price and one-half for all fractional sizes above 16x16 and double price for all fractional sizes booked 16x16 and under and double price for all sizes under 14 united inches.

Art. 15. \$10.00 extra shall be paid to cutters at the end of every four weeks cutting the big place.

Art. 16. A Boss Cutter shall be employed by all firms and shall be a member of the National Window Glass Workers in good standing. Boss Cutters shall receive the following rate of wages for their services: For 12 pots or less \$15.00 per week and \$3.00 for each additional 12 pots or less per week. This rate only to apply to cutters who are working.

Art. 17. The number of lights per box in all strengths shall be uniform.

Art. 18. The following list governs cutters when setting out single strength sheets; 6½ lights per 100 feet. In setting out double strength sheets: 50x60 or the equivalent in square inches, not to exceed 70 inches in length shall be set out at the rate of 5 lights per box.

Art. 19. Manufacturers may set out stock sheets in amounts not to exceed 1,800 feet per four weeks for any pot, place or blower. [fol. 482] Stock sheets to be set out at the rate of 4 boxes during the five blowing weeks and 5 boxes during the six blowing weeks. This is to apply to both single and double strength. If the amount of stock sheets specified in this clause is not set out each week, an additional amount cannot be set out during the following week.

The single and double strength glass set out shall be booked to the blower at the price the single strength and double strength glass respectively, cut and packed during the settlement it is set out averages per box.

In addition to the above amount of stock sheets, companies may set out as stock sheets from any or all places one week's production any week after the fourth operating week. The glass that is set out as stock sheets for this week shall be paid for according to the average of the place for the weeks preceding.

The cutter is to receive full price for all glass set out in stock sheets.

Stock sheets shall not be cut up or shipped during the blast.

Art. 20. Poor double strength glass may be set out for grinders at the rate of one thousand feet per four weeks per pot or place and not to exceed one thousand feet for any four weeks. Single strength shall not be set out for grinding purposes.

Art. 21. Cracked or muffed glass shall be paid for at the rate of \$1.59 per box of 100 square feet. Gatherers to receive 80% as much as blowers' wages.

Art. 22. There shall be no glass blown, gathered, flattened or cut on the following holidays: Thanksgiving, Christmas, Labor Day and Decoration Day.

Art. 23. Manufacturers shall furnish a plentiful supply of clean sawdust and shall have same placed in the blowing room conveniently. Manufacturers shall also furnish ice for drinking water, oil, soap, chalk; also must at their own cost piece blow pipes and put [fol. 483] new handles on same.

Art. 24. Manufacturers shall pay snappers' wages and it is hereby agreed that it is the duty of blowers and gatherers to work without snappers when it is not possible for the company to secure the services of a snapper, and for such services there shall be extra compensation paid to the blower and gatherer equaling the amount paid a snapper.

It is also agreed by representatives of the National Window Glass Workers, parties to this Wage Scale, that it shall be the duty of the blower to cap off when a snapper is not capable of so doing.

Art. 25. Market money shall be paid weekly. Blowers, gatherers, flatteners and cutters are to receive \$30.00 per week. Snappers shall receive settlement in full each week. Settlement in full shall be paid seven (7) weeks from date operations commence and every fourth week thereafter. Settlement may be paid weekly whenever company desires to do so.

Art. 26. Manufacturers shall deduct from the earnings of all members of the National Window Glass Workers working for them, two (2%) per cent of the amount earned for dues to the National Window Glass Workers and shall, within ten days after each and every settlement, present check for the full amount to the Chief Preceptor, payable to the Secretary of the National Window Glass Workers, together with the names, amounts earned and the amount paid by each member during said period, same to be forwarded by the Chief Preceptor to the National Secretary. No debt of any kind that a member contracts shall prevent the deduction of this two (2%) per cent and any Manufacturer who overpays or fails to deduct and forward said money for dues shall be liable to the National Window Glass Workers for the payment of same whether the member has anything due him or not. This also applies to entire earnings for Boss Cutters and Boss Flatteners. All bills to be presented weekly with the amount earned. Said bills to have the amount of glass cut in each bracket and the amount of A and B.

[fol. 484] Art. 27. The Manufacturer shall deduct money from members' wages when notified to do so by the President, Secretary, Chief Preceptor or Executive Board Member and the National Window Glass Workers shall collect from its members money or transportation advanced to its members by any manufacturer provided the member signs an order and continues to work at his trade.

Art. 28. In case disputes arise concerning poor glass, the blower and gatherer shall be required to work at list wages unless released by the Manager or Chief Preceptor, except that this shall not apply to stony glass in which case the Manufacturer shall pay an average day's wages if he insists on having the glass worked. The gatherer, flattener and snapper shall receive the same proportionate guaranty as the blower's guaranty. When a general guaranty is given at any plant to protect the blower, gatherer, flattener and snapper from poor glass, it shall be made by the Chief Preceptor and Local Council subject to ratification by the President or Executive Board. Should such guaranteed glass amount to more than the specified guaranty, the blower, gatherer, flattener and snapper shall receive the benefit of the full amount of such excess. Should such guaranteed glass amount to less than the specified guaranty, the cutter shall receive the same relative increase as provided for the blower, gatherer, flattener and snapper.

Art. 30. Thirty hours and fifteen minutes shall constitute a week's work for the blowers and gatherers. The following system may be adopted when locals so decide. In order to do away with the four o'clock shift on Saturday morning, the midnight shift shall produce [fol. 485] full day's work, the day shift starting at six o'clock and working until 11.45 noon.

Art. 31. The President and Executive Board of the National Window Glass Workers shall have the privilege at any time during the operative period of this agreement to place a checker in the plant of any company in which they see fit to do so. Said checker shall have the privilege of making a record of all glass cut and packed at said plant.

Art. 32. All manufacturers signing or authorizing the signing of this scale hereby agree to bind themselves to comply with the usages and working rules of the National Window Glass Workers which shall be printed for the use of both parties.

Art. 33. In case of fires being blocked or plants going out of blast, all glass must be cut up and counted off by the regular cutter and the five trades paid in full at the end of seven (7) days from the time of the going out of blast.

Art. 34. All manufacturers signing this Scale hereby bind themselves and those they represent to and with the National Window Glass Workers that they will not, either by themselves or any officer, stockholder, representative or other authorized person, sign any other scale or agree to pay any other scale of wages than the scale provided herein, and for any violation of this the President of the National Window Glass Workers shall, upon being satisfied of the violation, notify the company or firm that they have cancelled this scale to such manufacturers and all members of the National Window Glass Workers employed by such manufacturers shall cease work.

Art. 35. We, the Scale Committee of the National Window Glass Workers, do hereby declare that we represent each and every member of the National Window Glass Workers and that we have been given [fol. 486] full authority by all of said members to sign this scale and each Manufacturer signing or authorizing the signing of this scale thereby recognizes the said Scale Committee and acknowledges its authority to so sign.

Section II

Rules for Working—Manufacturers

Art. 1. A monthly statement of production giving the amount of glass cut in each bracket, quality of glass and amount earned by each blower, shall be forwarded by each Manufacturer to the Secretary of the National Window Glass Workers not later than seven (7) days after the end of the last working week of each month. Forms on which the entries are to be made shall be furnished to each company by the Secretary of the National Window Glass Workers.

Art. 2. Manufacturers shall employ regular skimmers for both day and night shifts on each tank to do all necessary skimming. Gatherers shall be permitted to skim at the beginning of the shift and at tempo.

Art. 3. Weekly payment of wages shall be made when the respective shifts cease work for the week.

Art. 4. No Chief Preceptor, Executive Officer, Scale Committee-man or Trustee shall be discharged during the blast, except for wilfully neglecting his work or incompetency, which shall be proven to the satisfaction of Local Council.

Art. 5. Any company hiring a member and said member, upon arrival and reporting for duty, finding no vacancy existing or plant not ready to operate as per notification, shall pay said member at the rate of \$20.00 per week until place is vacant or plant in operation, or, at the option of the member, said company shall defray all expenses incurred by said member from the time he left his home or place of starting until his return to destination.

[fol. 487] **Art. 6.** Any Manufacturer introducing into his flattening house, blow furnace, tanks or pots, new inventions or supposed improvements, shall, so long as said improvements continue to be an experiment or until it shall have been demonstrated that it shall not be a loss to the workmen, pay a guarantee to all workmen whose work is or may be affected by said machine or inventions. Said guarantee shall consist of so much per box and every six and one-half ($6\frac{1}{2}$) rollers to constitute a box of S. S. and the number of rollers according to the regular list to constitute a box of D. S. Said guarantee to be arranged between the Manager of the said works and the President of the National Window Glass Workers subject to ratification of the Executive Board.

Art. 7. No member of the National Window Glass Workers shall be denied the right to enter any factory, flattening house or cutting room where the National Scale is in force. This not to apply to men under the influence of strong drink, sleeping in factories or using abusive language.

Section III

General Working Rules

Art. 1. The following working rules shall govern both Manufacturers and members of this Association on and after the signing of what is known as the Wage Scale.

Art. 2. In all cases except in cases of wilful neglect of work when immediate discharge may follow, seven days' notice shall be given before discharging any workman except that a two weeks' notice shall be given by both manufacturers and workmen in case of discharging or quitting a place previous to commencement of blast. Any

workman desiring to quit a place shall be required to give seven (7) days' notice and to faithfully work out same unless released by [fol. 488] his employer. Notice to quit a place to be valid must be given in writing to the Chief Preceptor, this to apply alike to employers and men. Transfer cards are to be signed by the Chief Preceptor and the Manager for the company. These provisions apply to all members of the National Window Glass Workers and all Manufacturers signing this Wage Scale. When spare men are employed, the terms of the agreement entered into between the spare workman and the Manufacturer are to be made known to the Chief Preceptor. In all cases where spare men are engaged by definite contract, the terms of which are made known to the Chief Preceptor, seven (7) days' notice given by either party concerned shall terminate the contract.

Art. 3. When a member leaves a factory either by discharge, release by Manager or after having worked out his week's notice, the Chief Preceptor shall notify the Manager or firm that the member's wages are due immediately or in no case later than seven (7) days after the expiration of notice of dismissal.

Art. 4. Blowers and gatherers are not permitted to work two successive shifts. Spare men are permitted to work thirty hours and fifteen minutes every week and may work two successive shifts provided they do not work a number of hours exceeding the number worked by the regular shift. Where four shifts are employed, in case of emergency, blowers and gatherers, whether employed regularly or spare, may, in order to fill the vacant place, work extra. In such emergency, blowers and gatherers shall be permitted to work one-half of a turn extra every other day either before or after their regular shift.

Art. 5. No member shall gather or blow before twelve o'clock midnight Sunday.

Art. 6. No member of this Association shall pay for the piecing or repairing of pipes or tools at any time and the manufacturer shall [fol. 489] also furnish pipe handles and have them put on. A rental charge not to exceed 25 cents per week may be made when manufacturers furnish a full set of blow pipes.

Art. 7. Gatherers and blowers working spare glass shall mark it spare and have it kept separate.

Art. 8. All companies engaging a spare man will have him mark his glass when gathering the same as when blowing and not pay an average blowing.

Art. 9. Manufacturers shall furnish blackboards or slate to lehr tenders and shove-in boys on which shall be kept an account of all glass which bursts in the oven and number of pieces coming off the lehr.

Art. 10. No two blowers or gatherers shall be allowed to work in the same place on the same shift except as helpers, unless in case of accidents to a ring such as is caused by iron falling into the tank. Two gatherers may be allowed to work in the same place provided the change is acceptable to the blower and gatherer regularly hired in such place.

Art. 11. A list of all fines imposed shall be handed into the office of the company by the Chief Preceptor and the amount deducted from such workmen's accounts at the next settlement.

Art. 12. A blower or gatherer working at single strength making a thickness of less than eleven to the inch shall be fined five dollars (\$5.00) for each and every offense.

Art. 13. Members will not be allowed to work with anyone not a member of the Association. This, however, does not apply to discharged apprentices.

Art. 14. Any blower or gatherer making more grinders than provided for by law or any cutter cutting or setting out more stock sheets or grinders than provided by law shall be fined not less than [fol. 490] five dollars (\$5.00) for the first offense and ten dollars (\$10.00) for each succeeding offense.

Art. 15. No single strength blower or place will be allowed to make double strength grinders.

Art. 16. No blower shall be allowed to let snappers open, swing or put rollers on the crane. Anyone violating this law shall be fined at the discretion of the Local Council. This shall also apply to snappers carrying lump to cooling tub.

Art. 17. Snappers shall not be allowed to gather on ring irons for the purpose of filling thread pots or glazing blocks or to make trinkets. This does not apply to snappers gathering threads during the blowing.

Art. 18. Blowers and gatherers shall be compensated at the rate of five dollars (\$5.00) per week for two weeks, the amount to be shared in any manner agreed upon by the blower and gatherer, for teaching a snapper who is not competent. Where it is not possible to secure the services of a snapper, blowers and gatherers shall work without snappers and shall receive snappers' pay.

Art. 19. No member or local when a difficulty arises, shall have the right to cease work or pull pipes without the authority or permission of the national president or executive board through the local council.

Art. 20. Where a breakage of glass occurs through fault in construction of flattening ovens or breaking of dip frames, blowers, gatherers, flatteners and snappers shall be reimbursed and receive an average of pay for all glass broken.

Art. 21. A thorough investigation of the methods of any company [fol. 491] shall be undertaken when charges are made by the Chief Preceptor or Council that members are not receiving proper amount of boxes or wages. Any member assisting in the investigation shall be properly protected by the Organization.

Section IV

Flatteners

Art. 1. Twelve pots shall be the limit for any one flattening oven.

Art. 2. Where Boss Flatteners are employed they shall be members of the National Window Glass Workers. Boss Flatteners are not permitted to discharge members of the National Window Glass Workers. Notice, to be valid, must be handed to the Chief Preceptor by the Manager. The Chief Preceptor will place the notice in the hands of the member affected.

Art. 3. Where twelve pots are flattened in any oven three flatteners shall be employed on said oven.

Art. 4. No flattener shall be employed more than eight hours unless in case of emergency.

Art. 5. No flattener shall flatten for more than four blowers unless in case of actual emergency.

Art. 6. No glass shall be flattened between the hours of 6:00 P. M. Saturday and 6:00 P. M. Sunday night, unless in case of actual emergency, which shall be determined by the Chief Preceptor in consultation with the Preceptor of the flattening department and the management of the plant.

Art. 7. Company shall furnish stickers for shove boys and lehr tenders. Flatteners are required to watch glass flattened and to check up from the reports made by the shove boys and lehr tenders in order that he will have accurate knowledge of the number of sheets and pieces taken off the lehr and the number of rollers bursting in the stick-hole.

[fol. 492] Art. 8. No one other than an apprentice shall be allowed to lay out unless the oven is larger than a four-stone. Any flattener violating this law shall be fined twenty-five dollars (\$25.00).

Art. 9. Flatteners shall not saw or cut the rounds off logs or scantlings to prepare blocks. A supply of flattening blocks shall be placed before each oven.

Art. 10. No flattener shall be allowed to pay any part of layer-out wages or any help that may be employed about the flattening house.

Art. 11. Flatteners are permitted to assist in setting flattening stones, building fire boxes or mantles or anything pertaining thereto, provided the flattener receives satisfactory compensation.

Art. 12. Flatteners shall not be allowed to rub flattening stones.

Section V.

Cutters

Art. 1. No cutter shall be allowed to cut more than two and one-half ($2\frac{1}{2}$) pots of single strength and three (3) pots of double strength.

Art. 2. Each cutter shall assort his own glass, count off the same and credit to the blower, gatherer, flattener and snapper, retaining the amount of glass on his slate until the Chief Preceptor has received the bills for the amounts of glass produced each week, and the cutter shall give the blower, gatherer, flattener and snapper a weekly account of glass cut, and shall also place slips giving number of blower's place, which will state number of boxes cut and brackets in which they are booked after having counted off.

Art. 3. No cutter shall work while the fire is out filling orders from glass set out in the sheet for weekly wages when such wages would be exceeded in amount if the glass cut were paid for according to the regular price per box as fixed in the Articles of Agreement between this Association and the Manufacturers.

[fol. 493] **Art. 4.** Cutters, setting out single strength stock sheets, shall book six and one-half ($6\frac{1}{2}$) lights per hundred foot box to the blower.

Art. 5. Each manufacturer shall employ a Boss Cutter, said Boss Cutter to be a member of the National Window Glass Workers, and he shall divide and distribute the orders among the cutters. Boss Cutters shall not have authority to discharge members. Notices, to be valid, must be given to the Chief Preceptor by the Manager. Chief Preceptor will place notices in hands of members affected.

Art. 6. All fractional sizes shall be counted to the full inch above.

Art. 7. No cutter shall be allowed to accept less than the regular price per box for cutting on account of the employment of an assorter.

Art. 8. All glass must be flattened and cut weekly, except in cases of ovens breaking down or other unavoidable circumstances.

Art. 9. Cutters, when squaring up glass in sheets and standing them out, shall book the same according to the wage agreement, and any cutter violating this law shall be fined twenty-five dollars (\$25.00) for the first offense and fifty dollars (\$50.00) for the second offense, and any member found guilty of a third offense shall be suspended from the Association.

Art. 10. Cutters shall not be allowed to work on Sundays, subject to a fine of five dollars (\$5.00) for each and every offense.

Art. 11. All stock sheets must be handled by the cutter, who shall receive full pay for doing same.

Art. 12. Cutters shall not cut or book more than one blowers' glass at any one time.

Art. 13. Cutters shall not carry spare glass into their stalls to cut. The company shall bear the expense of such transfer.

Art. 14. The manufacturer shall furnish oil and chalk for cutters.

[fol. 494] **Art. 15.** Cutters shall not be allowed to cut glass in any size and book same to the company and themselves.

For violation of the above a fine of twenty-five dollars (\$25.00) shall be imposed for the first offense, fifty dollars (\$50.00) for the second offense, and suspension from the Association for the third offense.

Section VI

Snappers

Art. 1. The Snappers' work shall consist of picking pipes, putting up ball, putting in pipes, blowing in holes, raising out rollers, cracking open, capping off, assisting in setting rollers off the horse, blocking lumps on places making six or less per hour, and blowing out and assisting blowers on the pompadour notch and big places.

Art. 2. No manufacturer shall hire a snapper for two places. In case of emergency a snapper can work spare or overtime.

Art. 3. Any snapper, before leaving the employ of a company (unless excused by the manager), shall give and work a seven days' notice, said notice submitted in writing, or given verbally to manager in presence of Chief President, and the companies shall reciprocate by giving a snapper seven days' notice before discharging him, except in the case of willful neglect of duty, which would entitle the manager to give notice on sight.

Art. 4. That no official of the United Brotherhood of Window Glass Workers shall be dismissed by any company where employed while performing his official duties.

Art. 5. If the snapper and blower do not agree the manager may, provided the snapper is competent, either change places for the snapper or give him a seven days' notice.

[fol. 495] **Art. 6.** Manufacturers shall deduct from the earnings of all members of the United Brotherhood of Window Glass Workers working for them two per cent (2%) of the amount earned, initiation fees of new members and fines imposed. Manufacturers to remit for these dues and fees and fines so collected by check, to be made payable to the United Brotherhood of Window Glass Workers, and to be handed to the Local President or Secretary, to be forwarded by them to National Headquarters.

Art. 7. In case of any difficulty arising concerning snappers and company, No Strike or Walk Out shall be Permitted without the

authority of the President or the Executive Board of the United Brotherhood of Window Glass Workers.

Art. 8. At the expiration of a seven days' notice or the termination of an operating period, manager shall sign traveling cards when requested to do so by the Local President or Preceptor.

[fol. 496]

Addenda

Glass Specialties:

Colored and White Crystal Balls—

Twenty-two cents (\$.22) per ball.

Gatherers shall receive 80% as much as blower.

Thin Glass—

\$1.65 for 7 rollers.

Gatherer shall receive 80% as much as blower.

Flattener shall receive 27% as much as blower.

Double Strength—Size 40 x 52—

\$2.10 for 7 rollers.

Gatherer shall receive 80% as much as blower.

Flattener shall receive 27% as much as blower.

[fol. 497] Accepted: _____, Manufacturer. _____, Chief Preceptor. Manufacturers' Wage Committee: Frank Bastin, Chairman. Wm. Smith, Secretary. H. R. Hilton, J. B. Scoky. Chas. H. Harding. Wm. S. Phillips. H. L. Everts. Amour Loriaux. National Window Glass Workers' Wage Committee: J. M. Neenan, President. Thomas Reynolds, Secretary. Gaspard Richards. Marion Clark. Geo. Rossell. Edgar Robinson. Thomas Gray. N. M. Condon. Benj. Lowe. Wm. H. Gerstel. Snappers: F. B. Sayres. L. C. Ernst. Frank Shippy.

[fol. 498] EVIDENCE; PLAINTIFF'S EXHIBIT NO. 27

IN THE DISTRICT COURT OF THE UNITED STATES OF AMERICA FOR
THE SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

vs.

AMERICAN WINDOW GLASS Co. et al.

Indictment

(Filed March 17, 1922)

William Hayward, United States Attorney.

[fol. 499] IN THE DISTRICT COURT OF THE UNITED STATES OF
AMERICA FOR THE SOUTHERN DISTRICT OF NEW
YORK

UNITED STATES OF AMERICA

vs.

AMERICAN WINDOW GLASS COMPANY et al.

SOUTHERN DISTRICT OF NEW YORK, ss:

The Grand Jurors for the United States of America, empanelled and sworn in the District Court of the United States for the Southern District of New York, at the February term of said court, in the year 1922, and inquiring for said district, upon their oath present that before and during the period of three years next preceding the finding and presentation of this indictment, window glass, extensively used in the construction of apartment houses, hotels, dwellings, office buildings, manufacturing plants and structures of similar character, has been manufactured in large quantities by certain corporations, a list of which, showing their corporate names, the States of their incorporation, so far as they are known to the Grand Jurors, and the location of their several plants, is as follows:

[fol. 500]	Name	State of incorporation	Location of factories
American Window Glass Com- pany		Pennsylvania....	Pittsburgh, Pennsylvania.
Allegany Window Glass Com- pany		Delaware.....	Port Allegany, Pennsyl- vania.
Alliance Window Glass Company. West Virginia...			Salem, West Virginia.
Blackford Window Glass Com- pany	Indiana.....		Vincennes, Indiana.
Baker Brothers Glass Company.. Indiana.....			Okmulgee, Oklahoma.
Banner Window Glass Company. West Virginia...	South Charleston,		West

Name	State of incorporation	Location of factories
Brownsville Window Glass Company	Virginia.	Brownsville, Pennsylvania.
The Clarksburg Glass Company	Clarksburg, West Virginia.	
Connelly Glass Company	Kansas.....	Caney, Kansas.
The Crown Window Glass Company	Ohio.....	Maursee, Ohio.
Campi Glass Company	West Virginia...	Huntington, West Virginia.
Doddridge Window Glass Company	West Virginia...	West Union, West Virginia.
Dunkirk Window Glass Company	Indiana	South Charleston, West Virginia.
Eldred Window Glass Company	Pennsylvania....	Punxsutawney, Pennsylvania.
Elk Run Window Glass Company	Pennsylvania....	Punxsutawney, Pennsylvania.
Equitable Window Glass Company	West Virginia...	Buckhannon, West Virginia.
Eric Window Glass Company		Sandusky, Ohio.
Empire Glass Company	Pennsylvania....	Shinglehouse, Pennsylvania.
[fol. 501]		
Fairmont Window Glass Corporation	West Virginia...	Fairmont, West Virginia.
Fredonia Window Glass Company	Kansas.....	Fredonia, Kansas.
Fairfield Glass Company	Ohio.....	Lancaster, Ohio.
Federated Glass Company	Pennsylvania....	Point Marion, Pennsylvania.
Harding Glass Company	Arkansas.....	Fort Smith, Arkansas.
House Window Glass Company	Pennsylvania....	Point Marion, Pennsylvania.
Illinois Window Glass Company	Illinois.....	Danville, Illinois.
Independent Glass Company	West Virginia...	Sisterville, West Virginia.
Indiana Window Glass Company	Indiana.....	Vincennes, Indiana.
Jeannette Window Glass Company	Pennsylvania....	Point Marion, Pennsylvania.
Lafayette Window Glass Company	West Virginia...	Clarksburg, West Virginia.
Liberty Glass Company	West Virginia...	Clarksburg, West Virginia.
Le Flore Glass Company	West Virginia...	Poteau, Oklahoma.
Licking Window Glass Company	Ohio.....	Utica, Ohio.
O. F. Lutes Window Glass Company	Kansas.....	Caney, Kansas.
Masontown Glass Manufacturing Company		Masontown, Pennsylvania.
Modern Window Glass Company	West Virginia...	Salem, West Virginia.
[fol. 502]		
National Sash and Door Company	Kansas.....	Independence, Kansas.
National Glass Company	Louisiana.....	Shreveport, Louisiana.

Name	State of incorporation	Location of factories
Norwood Glass Company.....	West Virginia...	Charleston, West Virginia.
Paramount Window Glass Company	West Virginia...	Salem, West Virginia.
Patterson Glass Manufacturing Company	West Virginia...	Cameron, West Virginia.
Premier Window Glass Company.....	West Virginia...	Pennsboro, West Virginia.
Penn Window Glass Company....	West Virginia...	Pennsboro, West Virginia.
Quertinmont Glass Company.....	Pennsylvania....	Fairchance, Pennsylvania.
Brilliance Window Glass Manufacturing Company.....	Pennsylvania....	Dubois, Pennsylvania.
Royal Window Glass Company.....	West Virginia...	Grafton, West Virginia.
Holland Glass Company.....	West Virginia...	Clarksburg, West Virginia.
The Sandusky Glass Manufacturing Company.....	Ohio.....	Sandusky, Ohio.
John B. Seely Glass Company.....	West Virginia...	Sisterville, West Virginia.
Sunflower Glass Company.....	Oklahoma.....	Sapulpa, Oklahoma.
Smethport Glass Company.....	West Virginia...	Smethport, Pennsylvania.
The Utica Glass Company.....	Indiana.....	Utica, Ohio.
The Victory Window Glass Company	Oklahoma.....	Angus, Kansas.

[fol. 503] And the Grand Jurors aforesaid upon their oath aforesaid, do further present that the above named corporations throughout said period of time, have manufactured and sold about two-thirds of all the window glass manufactured in the United States; that said corporations throughout said period of time have sold a large part of the window glass so manufactured by them respectively, to jobbers and other individuals and corporations in States other than the State in which said window glass was manufactured; that certain of said corporations have sold large quantities of such window glass to jobbers and other individuals and corporations in said Southern District of New York, and for the purpose of consummating such sales have continuously during said period shipped large quantities of such window glass to jobbers and other individuals and corporations over common carrier route, to, into and through said Southern District of New York; that said jobbers and other individuals and corporations to whom said window glass has been sold and shipped to, into and through said Southern District of New York by said corporations are so numerous that it is impracticable to set forth their names in this indictment; that said corporations throughout said period of time, in so selling and shipping the window glass manufactured by them as aforesaid, to such jobbers and other individuals and corporations in States other than those in which the said window glass was manufactured, have carried on trade and commerce among the several States of the United States, within the meaning of the Act of Congress, approved July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies."

[fol. 504] And the Grand Jurors aforesaid, upon their oath aforesaid, do further present that said corporations, throughout said period of time, respectively have had divers officers, managers and

agents, who have been actively engaged in the management, direction and control of their affairs and business and of their said trade and commerce, and that a list of the names of such officers, managers and agents, so far as they are known to said Grand Jurors, showing with which of said corporations they have continuously during said period been respectively connected, and the character of their several offices, is as follows:

William L. Monro, President of said American Window Glass Company;

H. R. Hilton, Secretary, Manager and Purchasing Agent of said Allegany Window Glass Company;

Frank Bastin, Secretary, Treasurer and General Manager of said Blackford Window Glass Company; President of said Indiana Window Glass Company, and President of the Johnston Brokerage Company;

Charles H. Baker, Secretary-Treasurer of said Bakers Brothers Glass Company, and First Vice-President of said The Victory Window Glass Company;

U. G. Baker, President of said Baker Brothers Glass Company, and Second Vice-President of said The Victory Window Glass Company;

W. E. Smith, Secretary-Treasurer of said The Clarksburg Glass Company;

J. G. Charter, President and Treasurer of said Doddridge Window Glass Company;

[fol. 505] Thomas W. Camp, former President and General Manager of said Camp Glass Company, and former President of said Empire Glass Company, and former President of said Smethport Glass Company;

F. F. Riggall, former Secretary and Treasurer of said Camp Glass Company;

George A. Schloestein, President of said Dunkirk Window Glass Company;

W. S. Phillips, General Manager of said Brownsville Window Glass Company;

Gustave Quertinmont, former President of said Equitable Window Glass Company;

Andrew J. Bates, President and General Manager of said Erie Window Glass Company;

O. A. Wood, Treasurer and General Manager of said Fairmont Window Glass Corporation;

C. F. Lutes, General Manager of said Fredonia Window Glass Company, and President and General Manager of said C. F. Lutes Window Glass Company;

Leopold Mambourg, Vice-President and General Manager of said Fairfield Glass Company;

Leon J. How, President and Manager of said Federated Glass Company;

C. H. Harding, President and General Manager of said Harding Glass Company;

R. J. Houze, President of said House Window Glass Company;
 Julie J. Quertinmont, President of said Jeannette Window Glass Company, and President of said Quertinmont Glass Company;

Henry Trunick, President of said Lafayette Window Glass Company;

[fol. 506] William L. Graham, Secretary-Treasurer of said Mason-town Glass Manufacturing Company;

Anthony N. Stenger, President of said Liberty Glass Company;

P. E. Hochstrasser, Sr., President of said Le Flore Glass Company, and former President of said Norwood Glass Company;

W. Harry McCann, President and General Manager of said Licking Window Glass Company;

F. J. Henisse, Vice-President and General Manager of said Modern Window Glass Company, and Vice-President and General Manager of said Paramount Window Glass Company;

C. A. Smith, Secretary of said National Sash and Door Company;

Louis Mottet, President of said National Glass Company, and former President of said Modern Window Glass Company;

Eugene Rolland, President of said Norwood Glass Company, and President of said Rolland Glass Company;

George B. Patterson, President of said Patterson Glass Manufacturing Company;

John B. Yates, President of said Premier Window Glass Company;

John B. Scohy, Secretary-Treasurer and General Manager of said John B. Scohy Glass Company, and Secretary and Manager of said Independent Glass Company;

Victor Brasseur, Manager of said Penn Window Glass Company;

Felix Malherbe, President and General Manager of said Reliance Window Glass Manufacturing Company;

[fol. 507] Samuel McKittrick, Vice-President and General Manager of said The Sandusky Glass Manufacturing Company;

Frank Bostock, President of said Sunflower Glass Company, and President and Purchasing Agent of said The Victory Window Glass Company;

O. C. Teague, President of said The Utica Glass Company;

Harry L. Everts, Secretary-Treasurer of said The Utica Glass Company.

The above named corporations as well as the above named individuals, except said Empire Glass Company, said Camp Glass Company, said Smethport Glass Company, and said Fairmont Window Glass Corporation, are made defendants to this indictment.

And the Grand Jurors aforesaid, upon their oath aforesaid, do further present that continuously throughout said period of time the Johnston Brokerage Company was a corporation organized under the laws of the State of Pennsylvania, of which corporation John R. Johnston, Sr., deceased, was President until his death in the fall of 1920, and since the fall of 1920, John R. Johnston, Jr., has been and now is Vice-President, and Frank Bastin is now the President thereof. That throughout the said period the said Johnston Brokerage Company purported to act as a so-called sole selling agent for

and in behalf of some of the defendant manufacturers, and the said Johnston Brokerage Company is made a defendant to this indictment.

And the Grand Jurors aforesaid, upon their oath aforesaid, do further present that throughout the period of three years last preceding the date of the finding of this indictment, substantially all of the men engaged in the actual manual labor connected with the manufacture of window glass were organized and were members of three organizations or labor unions known as the National Window Glass Workers, the Window Glass Cutters' & Flatteners' Protective Association, and the Window Glass Cutters' & Flatteners' Association of America. That one Joseph M. Neenan was the president of the National Window Glass Workers; that one James T. Zellers was the president of the Window Glass Cutters' & Flatteners' Protective Association, and that one W. A. Andorfer was the president of the Window Glass Cutters' & Flatteners' Association of America. That the said Joseph M. Neenan, the said James T. Zellers and the said W. A. Andorfer were the executives in charge of the various activities of the unions of which they were officers, more particularly in matters relating to any transaction had with the aforesaid defendants; the said Joseph M. Neenan, the said James T. Zellers, and the said W. A. Andorfer are made defendants to this indictment.

And the Grand Jurors aforesaid, upon their oath aforesaid, do further present that continuously throughout said period of time, all of the above named defendants, both corporate and individual, each then well knowing all of the premises aforesaid, unlawfully have engaged with each other in a combination and conspiracy in restraint of said interstate trade and commerce in window glass so carried on by said defendants; that is to say, in a combination and conspiracy now here described, which has unlawfully restrained said trade and commerce in the manner hereinafter set forth:

[fol. 509] That throughout said period of time the said defendants in pursuance of a common plan, agreement and understanding among them so to do, and in order to effectually carry out the aims, objects and purposes of the aforesaid combination and conspiracy, by common and concerted action did arbitrarily fix, exact and maintain uniform and non-competitive prices for the sale, shipment and delivery of said window glass in and among the several states, as well as from the several states, to, into and through the Southern District of New York, and further did refrain from engaging in competition with each other and in and among themselves as to the price at which said window glass should be sold, and likewise did co-operate to secure and exact the uniform, arbitrary and excessive prices so fixed by the said defendants from time to time during said period, in the sale, shipment, distribution and delivery of said window glass in and among the several states, as well as from the several states, to, into and through the Southern District of New York.

That throughout said period of time the said defendants further in pursuance of said common plan, understanding and agreement among them so to do, and in order to effectually carry out the ob-

jects of said combination and conspiracy did by common and concerted action curtail, limit, control and reduce the manufacture and production of said commodity, and did suppress competition in the production of said window glass, and by common and concerted action did allocate, apportion and distribute in and among themselves the orders, contracts and purchases of said window glass thereby arbitrarily limiting, curtailing and controlling the supply [fol. 510] of window glass in interstate trade and commerce in and among the several states and districts, including the Southern District of New York, and likewise did thereby enable themselves and each other arbitrarily to dictate, control, fix, maintain and exact uniform, excessive and noncompetitive prices in the sale, shipment, distribution and delivery of said window glass in and among the several states, as well as from the several states, to, into, and through the Southern District of New York during the time aforesaid.

That heretofore and within the period of three years next preceding the finding of this indictment, the above described combination and conspiracy among the said defendants, was by said defendants extended, renewed and carried out within the Southern District of New York in that in pursuance of said combination and conspiracy the said defendants did maintain within the said Southern District of New York selling agencies whereby they sought, solicited, obtained and accepted orders within the Southern District of New York for the purchase of window glass from divers persons, firms and corporations; in that, in pursuance of said combination and conspiracy, in the solicitation of said orders the said defendants quoted, maintained and exacted the said arbitrary, uniform and non-competitive prices; in that, in pursuance of said combination and conspiracy said defendants from time to time within the said Southern District of New York entered into contracts for the purchase and sale of window glass at the prices fixed as aforesaid; in that, in pursuance of said combination and conspiracy, said defendants within the Southern District of New York caused window glass to be delivered within [fol. 511] said district and received payment therefor within the Southern District of New York by checks, bills of exchange, drafts and the like from divers persons, firms and corporations; in that, in pursuance of said combination and conspiracy, the said defendants within the Southern District of New York, distributed price lists and circulated information as to the production and supply of said window glass, to divers persons, firms and corporations; in that, in pursuance of said combination and conspiracy, said defendants did attend and participate in certain meetings of jobbers and dealers in window glass held within the said Southern District of New York; in that, in pursuance of said combination and conspiracy said defendants did from time to time, deliver and store various quantities of window glass within warehouses located within the said Southern District of New York; in that, in pursuance of said combination and conspiracy said defendants within the said Southern District of New York, allocated, apportioned and distributed the trade and business of window glass within the said district among the defendants; in that, in pursuance of said combination and conspiracy, the defend-

acts within the Southern District of New York sold and delivered the said window glass to purchasers thereof within the said district at the arbitrary, uniform, and non-competitive prices fixed by agreements among the defendants aforesaid; in that, in pursuance to said combination and conspiracy, the supply of said window glass within the Southern District of New York was controlled, limited, reduced, and curtailed by said defendants within the said district.

[fol. 512] And so the Grand Jurors aforesaid upon their oath aforesaid do say that said corporate and individual defendants throughout said period of time, at the places and in the manner aforesaid, have engaged in a combination and conspiracy in restraint of trade and commerce among the several states; against the peace and dignity of the United States and contrary to the statute of the same in such case made and provided.

William Hayward, United States Attorney.

[fol. 513] EVIDENCE: PLAINTIFF'S EXHIBIT NO. 28

IN THE DISTRICT COURT OF THE UNITED STATES OF AMERICA FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

UNITED STATES OF AMERICA

v.

FRANK BASTIN et al.

Indictment

(Filed January 5, 1923)

Gerard J. Pilliod, Assistant United States Attorney,
Roger Shale, Oliver E. Pagan, Special Assistants to the Attorney General.

[fol. 514] IN THE DISTRICT COURT OF THE UNITED STATES OF AMERICA FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION, OF THE OCTOBER TERM, IN THE YEAR 1922

NORTHERN DISTRICT OF OHIO,
Eastern Division, ss:

The grand jurors for the United States of America empaneled and sworn in the District Court of the United States for the Northern District of Ohio, Eastern Division, at the October Term of said court in the year 1922, and inquiring for said district and division, upon their oath present, that throughout the period of time extending from March 18, 1922, to the day of the finding and presentation of this indictment hand-blown window glass extensively used in the

construction of apartment houses, hotels, dwellings, office buildings, manufacturing plants and structures of similar character, has been manufactured in large quantities by certain corporations, a list of which, so far as they are known to the grand jurors, and the location of their several factories, is as follows:

Name	Location of factories
Alleghany Window Glass Company.....	Port Allegany, Pennsylvania.
Alliance Window Glass Company.....	Salem, West Virginia.
Baker Brothers Glass Company.....	Oklmulgee, Oklahoma.
Banner Window Glass Company.....	South Charleston, West Virginia.
Belmont Window Glass Company.....	Barnesville, Ohio.
Big Horn Glass Products Company.....	Lovell, Wyoming.
[fol. 515]	
Blackford Window Glass Company.....	Vincennes, Indiana.
The Buckeye Window Glass Company.....	Columbus, Ohio.
Camp Glass Company.....	Huntington, West Virginia.
Charleston Window Glass Company.....	Charleston, West Virginia.
The Clarksburg Glass Company.....	Clarksburg, West Virginia.
Connelly Glass Company.....	Caney, Kansas.
Crescent Window Glass Company.....	Weston, West Virginia.
The Crown Window Glass Company.....	Maumee, Ohio.
Doddridge Window Glass Company.....	West Union, West Virginia.
Dunkirk Window Glass Company.....	South Charleston, West Virginia.
Eldred Window Glass Company.....	Punxsutawney, Pennsylvania.
Elk Run Window Glass Company.....	Punxsutawney, Pennsylvania.
Empire Glass Company.....	Shinglehouse, Pennsylvania.
Erie Window Glass Company.....	Sandusky, Ohio.
The Fairfield Window Glass Company.....	Lancaster, Ohio.
Fairmont Window Glass Corporation.....	Fairmont, West Virginia.
Federated Window Glass Company.....	Point Marion, Pennsylvania.
Fredonia Window Glass Company.....	Fredonia, Kansas.
Harding Glass Company.....	Fort Smith, Arkansas.
Hermosa Glass Company.....	Hermosa Beach, California.
House Window Glass Company.....	Point Marion, Pennsylvania.
Ideal Window Glass Company.....	West Union, West Virginia.
Illinois Window Glass Company.....	Danville, Illinois.
Independent Glass Company.....	Sistersville, West Virginia.
Indiana Window Glass Company.....	Vincennes, Indiana.
Jeanette Window Glass Company.....	Point Marion, Pennsylvania.
Johnston Glass Company.....	Hartford City, Indiana.
Lafayette Window Glass Company.....	Clarksburg, West Virginia.
Le Flore Glass Company.....	Poteau, Oklahoma.
Liberty Glass Company.....	Clarksburg, West Virginia.
The Licking Window Glass Company.....	Utica, Ohio.
C. F. Lutes Window Glass Company.....	Hermosa Beach, California.
Marion Window Glass Company.....	Mannington, West Virginia.
Masontown Window Glass Company.....	Masontown, West Virginia.
Model Glass Company.....	Fort Smith, Arkansas.
Modern Window Glass Company.....	Salem, West Virginia.
National Glass Company.....	Shreveport, Louisiana.
National Sash and Door Company.....	Independence, Kansas.
Norwood Glass Company.....	Clarksburg, West Virginia.
Paramount Window Glass Company.....	Salem, West Virginia.
Patterson Glass Manufacturing Company.....	Cameroz, West Virginia.
Penn Window Glass Company.....	Pensboro, West Virginia.
Pioneer Window Glass Company.....	Marietta, Ohio.
Premier Window Glass Company.....	Pensboro, West Virginia.
Quertinmont Glass Company.....	Fairchance, Pennsylvania.
J. J. Quertinmont Glass Company.....	Point Marion, Pennsylvania.

[fol. 516]	Name	Location of factories
Reliance Window Glass Manufacturing Company		Dubois, Pennsylvania.
Holland Glass Company		Clarksburg, West Virginia.
Royal Window Glass Company		Grafton, West Virginia.
Salem Co-operative Glass Company		Salem, West Virginia.
The Sandusky Glass Manufacturing Company		Sandusky, Ohio.
The J. B. Scohy Glass Company		Sistersville, West Virginia.
Sunflower Glass Company		Sapulpa, Oklahoma.
Superior Glass Products Company		Huntington, West Virginia.
Torrance Glass Company		Torrance, California.
Twin City Glass Company		Texarkana, Texas.
The Utica Glass Company		Utica, Ohio.
The Victory Window Glass Company		Augusta, Kansas.
Wichita Falls Glass Company		Wichita Falls, Texas.
Wilcox Glass Company		Wilcox, Pennsylvania.

And the grand jurors aforesaid, upon their oath aforesaid, do further present, that the above-named corporations, throughout said period of time, have manufactured and sold practically all of the hand-blown window glass manufactured and sold in the United States; that said corporations, throughout said period of time, have, in competition with each other, sold the larger part, to wit, eighty per cent, of the hand-blown window glass so manufactured by them respectively to jobbers and other individuals and corporations in States other than the states in which said hand-blown window glass has been manufactured, and have, in pursuance of such sales, shipped such hand-blown window glass from the several states wherein it has been so manufactured to the purchasers thereof in such other states; that certain of said corporations, throughout said period of time, have sold and shipped large quantities of such hand-blown window glass to jobbers and other individuals and corporations in [fol. 517] said Eastern Division of said Northern District of Ohio; that said jobbers and other individuals and corporations to whom said hand-blown window glass has so been sold and shipped by said corporations are so numerous that it is impracticable to set forth their names in this indictment; that said corporations, throughout said period of time, in so selling and shipping the hand-blown window glass manufactured by them as aforesaid to such jobbers and other individuals and corporations in States other than those in which the said hand-blown window glass has been so manufactured, have carried on trade and commerce among the several States of the United States within the meaning of the Act of Congress approved July 2, 1890, entitled "An Act To protect trade and commerce against unlawful restraints and monopolies."

And the grand jurors aforesaid, upon their oath aforesaid, do further present, that throughout said period of time the greater number of the above-named corporations engaged in the manufacture, sale and shipment of such hand-blown window glass have been members of an organization known as National Association of Window Glass Manufacturers, and through said Association have been represented in negotiations with the members of the Wage Committee of National Window Glass Workers hereinafter men-

tioned concerning wages and periods of operation by a Wage Committee of said National Association of Window Glass Manufacturers comprised of the following individuals:

[fol. 518] Frank Bastin, Chairman; William E. Smith, Secretary; H. R. Hilton, John B. Scohy, Charles H. Harding, William S. Phillips, Harry L. Everts, and Amour Loriaux.

And the grand jurors aforesaid, upon their oath aforesaid, do further present, that throughout said period of time substantially all of the workmen engaged in the actual manual labor incident to the manufacture of such hand-blown window glass in the United States by said corporations have been members of a labor organization known as National Window Glass Workers, and through said organization have been represented in such negotiations with the aforesaid manufacturers of hand-blown window glass concerning wages and period of operation by a Wage Committee of said organization comprised of the following individuals:

John M. Siemer, President; Thomas Reynolds, Secretary; Arthur Pierce, Marion Clark, George Rozzell, Edgar B. Robinson, Thomas Gray, Arthur Wittebort, Luther Dulaney, and Harry C. Parker, Sr. [fol. 519] And the grand jurors aforesaid, upon their oath aforesaid, do further present, that all the above-named individuals, with the exception of said Thomas Reynolds and said Edgar B. Robinson (said Reynolds and Robinson not being herein indicted because they were summoned as witnesses before this grand jury and required to testify concerning the matters charged in this indictment), are herein indicted and made defendants to this indictment.

And the grand jurors aforesaid, upon their oath aforesaid, do further present, that during said period of time, to wit, on September 16, 1922, at the City of Cleveland, in said Eastern Division of said Northern District of Ohio, said individuals, each then well knowing all the premises aforesaid, unlawfully did make a contract in restraint of said interstate trade and commerce in hand-blown window glass, to wit, a contract in restraint of, and which, since the date thereof has in fact restrained, said trade and commerce in the manner now here set forth:

On said September 16, 1922, said members of said Wage Committee of said National Association of Window Glass Manufacturers and said members of said Wage Committee of said National Window Glass Workers entered into an agreement to limit the activities of said manufacturers and of said workmen to a portion only of each year, for the purpose and with the intent on their part of restraining said interstate trade and commerce by curtailing the production of hand-blown window glass below the normal quantity called for in the trade.

[fol. 520] And so the grand jurors aforesaid, upon their oath aforesaid, do say, that said Frank Bastin, William E. Smith, H. R. Hilton, John B. Scohy, Charles H. Harding, William S. Phillips, Harry L. Everts, Amour Loriaux, John M. Siemer, Arthur Pierce, Marion Clark, George Rozzell, Thomas Gray, Arthur Wittebort, Luther Dulaney and Harry C. Parker, Sr., at the time and place aforesaid, and in manner and form aforesaid, unlawfully did make a contract

in restraint of trade and commerce among the several States: Against the peace and dignity of the United States, and contrary to the form of the statute of the same in such case made and provided.

Gerard J. Pilliod, Assistant United States Attorney. Roger Shale, Oliver E. Pagan, Special Assistants to the Attorney General.

[fol. 521] EVIDENCE: DEFENDANT'S MANUFACTURERS' EXHIBIT
No. 1

The Making of Window Glass by the Hand Method

It is astonishing how little the general public knows about the manufacture of a commodity like Window Glass; something that every one sees everyday. Most of those who never have seen window glass made by the hand method have an idea that a flat process is used. As the young lady remarked on entering the factory, observing the cylinders or rollers as they are called, standing around the "blowing room" "Why-why, we want to see them make window glass!"

To produce one light or pane of window glass of commercial quality, it is, in addition to having the molten glass in perfect condition, absolutely necessary to have four skilled workmen known respectively as the Gatherer, the Blower, the Flattener and the Cutter.

The only tool used by the Gatherer is called a Blow Pipe. It is a hollow iron pipe four feet long, about one inch in diameter, with a wooden covering twelve to fifteen inches long known as the handle and located just below the nipple or mouth piece. Welded to the end of this pipe is what is known as the Pipe Head. This head is flared on the bottom an inch or a little more on pipes used in blowing that is known as single thick, or single strength, as it is usually called. This makes the length of the pipe about five feet, and the total weight about thirteen (13) pounds. Heavier and longer pipes are used in blowing the regular sizes of double thick, or double strength, as it is known to the trade. The weight of these pipes is approximately seventeen (17) pounds each. In blowing rollers or cylinders from which to cut sizes from fifty to sixty-six inches wide, [fol. 522] a heavier blow pipe is used, this pipe weighing at least twenty one pounds.

It is a well known fact that hot glass will not adhere to cold iron: therefore, it is the duty of the Gatherer to heat the pipe head to the proper degree. He then allows the flared edge to gently touch the surface of the molten glass in the furnace—which is about the consistency of molasses syrup—slowly turning the pipe to gather an even amount. Allowing this first gathering to cool a little, he makes a second and a third gathering in the same way, thus making three layers, one on top of the other. During this process the Gatherer must get enough liquid glass up the outside of the pipe to give proper strength to carry the weight of the cylinder while it is being blown. Also he must know just when the second and third gatherings may

be safely added. If the glass on the pipe is too cool, the additional gatherings will spoil the quality by making it cordy. After the third gathering the lump is taken to the Gatherer's tub—a cast iron tub kept filled with running water. He cools the pipe between the lump and the handle by a slow process of constant turning, and application of the water. The water must not touch the lump, as the result would probably be a check in the finished cylinder. When the lump is sufficiently cool, a fourth gathering or coating is made. Again care must be taken with the temperatures to prevent poor quality glass. It is again cooled over the tub, turning all the while to keep the lump in shape. The lump is then placed in the Gatherer's block—an iron block with an oblong hollow in the top. There the lump is shaped by a few slow turns in this hollow. It is now ready for the Blower.

The total weight of the pipe and glass that the Gatherer finally delivers to the Blower is, if single strength, about thirty (30) pounds to thirty-five (35) pounds and if double thick regular size, forty-five (45) to fifty (50) pounds. If fifty or sixty inch wide sizes are desired, not less than sixty (60) pounds.

[fol. 523] What the Gatherer must know is how to take care of the blow pipe; viz. keeping it clean and knowing when it is properly heated. Carelessness in either will cause the loss of the cylinder, which means production. This means a loss not only to himself, but the Blower, Flattener and Cutter. He must be able to gather a solid lump of glass on the end of the pipe in such a manner that a perfect cylinder may be made from it. He must have absolute knowledge how to prevent air bubbles and blisters. He must know glass temperatures or quality would be spoiled, so much so that it may be worthless. He must know just how much glass to gather for size he is working on. (See exhibit A.)

The Gatherer has difficult working conditions to contend with, as he must look into a furnace containing five hundred or more tons of molten glass, with a temperature from 2,400 to 2,700 degrees Fahrenheit. For the protection of his face from the intense heat while gathering, he uses a Cowl Board, which is held in his teeth by a plug. This board covers the entire face and has slits for the eyes.

The Blower

The Blower now takes charge of the lump which is resting in the Blower's block, a factory name for a hollow iron block. The blower then blows (lung power) through the pipe, turning the pipe and pulling it towards him—he is working at a forty-five degree angle—causing a neck to be formed. Then by further manipulation and application of air by the human method, a shoulder is formed. (See exhibit B.) By this time the "ball" having become comparatively cool and consequently too stiff to work, is then put in the blow or heating furnace for reheating. The neck and shoulder being of the thickness desired, the glass to form the remainder of the cylinder must be worked out from the bottom. In other words just imagine the shape of a carboy with a very heavy bottom.

[fol. 524] During this reheating process the Blower is constantly turning the pipe until the glass has reached the proper consistency. Then by a quick movement he allows the partially made cylinder to swing into the swing hole, (See exhibit C), turning, blowing through the nipple and swinging like a pendulum. While doing this he is in a stooping position all the while. (You must remember he must keep the walls of the cylinder an even thickness). While he is in this bending position he is swinging a weight of from thirty to sixty pounds and a total length of over ten feet and using his lungs.

When he has finished this part of this particular operation, he has a closed cylinder, the end of which is an oval. He then puts the cylinder back into the blow furnace just far enough that the heat will effect this oval end, then by blowing through the nipple forces air into the oval, holding it there by placing his thumb over the nipple. The heat causes the air thus confined in the cylinder to expand and such pressure effects that part of the cylinder offering the least resistance, which is the oval end, because it is softened by the heat. (See exhibit D). Constant application of the air finally results in a hole, then by a quick movement the Blower allows the cylinder to fall in the swing hole, and the thin glass on all sides of this hole in the cylinder, become flush with the walls of the cylinder. It is then carried over to the "Horse". It is laid on this, and a piece of iron is drawn across the neck close up to where the glass adheres to the pipe. By reason of the cold iron touching the warm glass, the glass cracks and the pipe is removed. This completes the making of the cylinder with the exception of taking off the shoulder. This is done after the cylinder is allowed to cool, by putting a thread of hot glass around the cylinder at the shoulder and allowing it to remain a few minutes. A tool, usually a pair of iron or steel pincers, is then touched to the spot where the thread of glass had been and [fol. 525] the result is the shoulder cracks off. Pincers are used because there are times when this cracking off does not break as dearly as desired, therefore it is necessary to pinch it off.

The cylinder is now made ready for the flattening process by the operation of cracking open or splitting. This is done by using a sprinkling of sawdust for lubrication and running a hot iron lengthwise of the cylinder. This, as in the case of capping off the shoulder, leaves a hot streak, and the splitter uses his thumb, moistened with saliva, placing it on the point on the end of the cylinder where the hot iron has touched, causing it to crack the entire length of the cylinder. The cylinder is now complete and ready to be taken to the Flattener.

Can you imagine any other trade where such strength and skill is required?

By reason of the excessive heat in which the Gatherer and Blower are compelled to do this heavy work, and further the fact that they must work in shifts, means they must be at the factory one week at eight A. M., the next week at four P. M., and still the next week at twelve, Midnight. This is very harmful to their general health. To

keep themselves in condition to work to the best advantage, great physical care must be exercised.

What the Blower must know, is how to distribute evenly the glass the Gatherer hands him, so as to make the size of the cylinders he is working on. He has no way of measuring the thickness save by the eye, and if he is making single strength it must be about 12 lights to the inch, and about 9 lights to the inch for double strength. This means that it takes 12 lights or 9 lights to make a solid inch of window glass in thickness. A slight variation is allowed, but not very much because when an architect specifies single or double strength, he takes into consideration the weight of the glass, together with the weight of the sash to get the proper weight for the sash-weight, as nearly all buildings using common window glass have the windows hung with cord and weight.

[fol. 526] There is absolutely no known method by which window glass may be measured as to thickness during the progress of the making of the cylinder. In the hand method it is done by the eye of the Blower in connection with the temperature. In all machine methods it is done by the speed of the draw, in connection with the temperature. Therefore, window glass may be made to size, but never made to exact measure.

The Flattener

The Flattener now becomes responsible. The cylinder is placed in the flattening oven on one side and out of line of direct heat, resting on what is known in the factory as the Buck, (see Exhibit E), with the split side up. When the cylinder becomes warm, these edges commence to either lap or sag or both. The Flattener then removes the cylinder to the flattening stone. In this operation a long tool with a smooth head known as the cropper is used. Great care must be used so that in the lifting of the cylinder in this pliable state the cropper does not mar the glass. It must be lifted, as to drag it would scratch the surface and spoil the quality. By reason of a certain temperature, and the help of the Flattener touching the edges with the cropper, the cylinder becomes a sheet of flat glass. (See exhibit F.)

To smooth out the sheet perfectly, it is rubbed with a Rubber, which consists of a wedge shaped block of wood, eighteen inches by say four inches, attached to an iron rod used for a handle. Lynn wood is preferable, but where this cannot be obtained a wood with a soft fiber that will not burn or blaze, just char, may be used. Care must be taken that there are no knots in the piece, or anything that will [fol. 527] scratch the surface. In using the rubber, strength is required to rub out a sheet perfectly flat. The sheet then goes to that part of the flattening oven known as the cooling oven and from there it is put in the Lehr with a pronged tool, or Fork, by the Flattener.

This Lehr has an average length of fifty feet and allows the sheet to cool off gradually as it passes thru. The attendant at the end of the Lehr takes off the sheet, puts it on an arrangement called a "Merry-go-round." This is so arranged that the sheet is lowered into

[fol. 528]

EVIDENCE: DEFENDANT'S MARKERS' EXHIBIT No. 6

Statement of Number of Men Employed and Shortage of Workmen at Various Plants Latter Part of December, 1922

Company	Location	Capacity	Blowers		Gatherers		Cutters		Flatteners		Total number employed	Total number short
			Number employed	Short								
Alliance	Salem, W. Va.	36	35	1	35	1	11	1	8	1	89	4
Baker	Oklmulgee, Okla.	42	40	3	40	3	12	2	8	0	100	8
Blackford	Vincennes, Ind.	30	28	2	28	2	10	2	8	0	74	6
Buckeye	Columbus, Ohio	27	27	0	27	0	10	0	6	0	70	0
Doddridge	West Union, W. Va.	24	26	0	25	0	8	0	6	0	65	0
Dunkirk	Charleston, W. Va.	39	37	1	37	1	12	3	8	0	94	5
Elk Run	Punxsutawney, Pa.	30	29	1	30	0	10	2	8	0	77	3
Federated	Point Marion, Pa.	36	30	6	30	6	10	2	7	2	77	16
Fredonia	Fredonia, Kans.	48	42	6	42	6	12	4	10	2	108	18
Harding	Fort Smith Ark.	60	52	8	55	5	17	3	11	4	135	20
Hermosa	Hermosa Beach, Calif.	36	34	2	34	2	12	0	11	0	91	4
Illinois	Danville, Ill.	30	33	0	31	0	12	0	8	0	84	0
Independent	Sistersville, W. Va.	24	24	0	24	0	8	0	6	0	62	0
Jeannette	Point Marion, Pa.	30	25	5	25	5	9	1	6	3	65	14
Lafayette	Clarksburg, W. Va.	36	32	4	32	4	11	2	9	0	84	10
Le Flore	Poteau, Okla.	48	39	9	40	8	10	6	8	4	97	27
National S. & D.	Independence, Kans.	48	36	12	36	12	13	4	8	4	93	32
Norwood	Clarksburg, W. Va.	42	42	0	42	0	15	0	11	0	110	0
Patterson	Cameron, W. Va.	24	27	0	27	0	10	0	6	0	70	0
Premier	Pennsboro, W. Va.	42	45	0	45	0	13	2	12	0	115	2
Quertimont	Point Marion, Pa.	24	8	16	8	16	5	3	3	3	24	38
Royal	Grafton, W. Va.	24	26	0	26	0	7	0	6	0	65	0
Salem	Salem, W. Va.	24	24	0	24	0	9	0	6	0	63	0
Sunflower	Sapulpa, Okla.	30	30	0	30	0	9	1	6	3	75	4
Torrance	Torrance, Calif.	36	31	5	31	5	10	2	8	1	80	13
Twin City	Texarkana, Tex.	36	31	5	32	4	9	3	7	2	79	14
Utica	Utica, Ohio	48	48	0	48	0	15	1	12	0	128	1
Wichita	Wichita Falls, Tex.	36	28	8	28	8	8	4	6	3	70	23
(28 plants)		990	909	94	912	88	297	48	219	32	2,337	262

Actual Number of Men Required to Fully
Man the 65 Plants

Blowers	2,229
Gatherers	2,229
Cutters	743
Flatteners	557

5,758

Actual Number of Men Available

Blowers	909
Gatherers	912
Cutters	297
Flatteners	219

2,337

Actual Shortage of Workmen from Reports
Submitted by 28 Manufacturers Latter Part
of Dec., 1922

Blowers	94
Gatherers	88
Cutters	48
Flatteners	32

262

Shortage to man 65 plants—3,421 men.

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Scallop	Scallop
Oyster	Oyster
Clam	Clam
Geoduck	Geoduck
Whelk	Whelk
Chitons	Chitons
Limpet	Limpet
Tomato	Tomato
Pearl oyster	Pearl oyster
Flea	Flea
Herring	Herring
D. O. M.	D. O. M.
Shrimps	Shrimps
Crabs	Crabs
Clams	Clams
Scallops	Scallops
Belone	Belone
Stingray	Stingray
Thresher shark	Thresher shark
Marlin	Marlin
Blue marlin	Blue marlin
White marlin	White marlin
Black marlin	Black marlin
Yellowtail	Yellowtail
Red snapper	Red snapper
Sea bass	Sea bass
Monkfish	Monkfish
Halibut	Halibut
Salmon	Salmon
Trout	Trout
Sturgeon	Sturgeon
Shark	Shark
Marlin	Marlin
Blue marlin	Blue marlin
White marlin	White marlin
Black marlin	Black marlin
Yellowtail	Yellowtail
Red snapper	Red snapper
Sea bass	Sea bass
Monkfish	Monkfish
Halibut	Halibut
Salmon	Salmon
Trout	Trout
Sturgeon	Sturgeon
Shark	Shark

... (start 82)

Many fine specimens of *M. m.* were taken

...Chromes
...Cyanides
...Diphosphorus

Fig. 62. *area of quadrilaterals*

a solution consisting of certain parts of muriatic acid and hot water. This operation prevents fading. After the sheet dries, it is taken to the Cutter's stall or place.

The Flattener, in addition to having the physical strength, must be a keen judge of heat, and having no instruments to measure the heat, must depend on his eye. He has to regulate the heat of the oven so that the glass will become soft enough to work without burning.

The Cutter

The Cutter occupies a position of responsibility. He takes the sheet, puts it on the table, decides as to the workmanship and quality, and if there are any defects caused by the Gatherer, Blower, or Flattener it is his duty to call their attention to it, as these three are paid according to quality and size. This means that if the defect was carelessness on the part of any of the workmen it should be corrected at once.

The Cutter, being paid by the box, is in position to judge impartially. If the quality is not up to standard, it curtails production and in this way the Cutter's wages are effected.

The Cutter stands between the manufacturer and the trade. His initials, name or number is placed on every box by the packer, so that if the quality is not up to standard the manufacturer will know where to place the blame.

(Here follows table marked side folio page 528.)

[fol. 529] EVIDENCE: DEFENDANTS' WORKERS' EXHIBIT No. 7

Columbus, Ohio, Nov. 10, 1922.

National Window Glass Workers Association,
1103 Ulmer Building,
Cleveland, Ohio.

GENTLEMEN:

Attention Mr. J. M. Siemer, Pres.

We beg to acknowledge receipt of your favor of the 7th inst. and have carefully noted contents, and confess that we cannot see wherein it meets the issue in our case. We feel that it is only courtesy to let you know that we have decided definitely to take the matter up through our attorney with the Department of Justice in Washington for the purpose of stopping this curtailment of production and the forcing of our plant to be limited to from thirteen (13) to sixteen (16) weeks' production of glass in each year.

We regret exceedingly that we are compelled to take this manner of procedure, but judging that your letter interprets the disposition

of the Association we can see no other recourse, and our attorney therefore will go to Washington the first of the week.

Assuring you of my personal regards, and good wishes, I beg to remain,

Very sincerely yours, The Buckeye Window Glass Co.
Charles E. Bartram, Pres. B.-B.

[fol. 530]

Nov. 15, 1922.

Buckeye Window Glass Co.,
Columbus, Ohio.

GENTLEMEN:

Upon my return to the office this morning, I find your letter of the 10th instant awaiting my attention. I regret much that I did not have an opportunity to reply to same before the time specified for your attorney to leave for Washington.

I would like to have had an opportunity to talk this matter over with you before this procedure was taken, but inasmuch as the matter has progressed as far as it has, perhaps it is just as well that it be left to follow the course as there has been so much talk of this nature with regard to threats of prosecution in cases where we could not conform to the personal desires and wishes of those who have their own ideas of how our affairs should be conducted. We have come to the conclusion that it is not a bad idea to permit the matter to be decided in a court of equity in order to determine just what our rights are in the matter.

I am leaving tomorrow on an extended trip through the western section of the country which will occupy the next two weeks, and upon my return I hope to be able to find time to visit Columbus before the next Executive Board meeting which takes place December 2nd. I will inform you just when I will be able to get there and would like very much to have a talk with the officials of the company at that time.

I regret that I cannot find myself in accord with your views, but you have my best wishes for a successful operation of the plant.

Very truly yours, — — — President. C.S.

[fol. 531] [File endorsement omitted]

DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

[Title omitted]

AFFIDAVIT OF AUGUST SCHAFER, PRES. MODERN WINDOW GLASS CO., SALEM, W. VA., PARTY DEFENDANT—Filed Jan. 23, 1923

STATE OF WEST VIRGINIA,
County of Harrison, as:

August Schaffer, being duly sworn, deposes and says that he is the President of Modern Window Glass Co., a corporation organized and existing under and pursuant to the laws of the State of West Virginia, with offices at Salem, in the State of W. Va., and with its factory located at Salem, W. Va., in the State of W. Va.

That said corporation is engaged in the manufacture of glass by the process commonly known and designated as the "Hand" or "Handblown Process."

That in the production of said handblown glass deponent company produces and manufactures its product through the medium of skilled operatives and workmen who are furnished to deponent's [fol. 532] company by the National Window Glass Workers, a labor organization to which such workmen belong, and upon which deponent's company is dependent for its labor supply.

That deponent's plant under the provisions of the Wage Scale promulgated by the National Window Glass Workers has been assigned to operate under the second "period" or "blast." That under and pursuant to the terms and provisions of said Wage Scale above referred to, the factories included in the list of second "period" or "blast" will begin operations on the 29th day of January, 1923, and continue to the 11th day of June, 1923.

The number of pots in deponent's plant which it plans and is prepared to operate is Thirty-six. That in order to operate said 36 pots efficiently and properly man the same, the minimum number of skilled operatives required is as follows:

Blowers, 36.
Gatherers, 36.
Flatteners, 9.
Cutters, 12.

That in order to enable deponent's plant to begin operations on mid 29th day of January, 1923, preliminary preparations, consisting of repairing and overhauling of furnaces and glass manufacturing equipment must be and have been made in advance of the date set for the commencement of such operation. It is likewise necessary for the fires to be commenced in the furnaces at a time considerably in advance of the date actually set for commencement of operations.

Deponent further states that his plant has made such preparations [fol. 533] in anticipation of the commencement of operations on the 29th day of January, 1923, and in so doing has incurred an expense of approximately \$12,000. That, moreover, anticipating the beginning of operations on said date aforesaid, deponent's plant has purchased and laid in a supply of raw materials necessary and essential in the manufacture and packing of glass. That the approximate amount of such raw materials now on hand ready for use is \$25,000.

That if for any reason, said Wage Scale, as promulgated, shall not be effective on the 29th day of January, 1923, deponent verily believes that the handblown operatives will continue their occupations and remain with factories now operating, in the first period and deponent's company, as a result, will be without any operatives to man its plant. That consequently said Modern Window Glass Co. will be forced to remain out of operation, all to its great damage and irreparable injury.

August Schaffer.

Sworn to before me this 16th day of January, 1923. Castle F. Cunningham, Notary Public. My commission expires June 17, 1931. [Seal of Castle F. Cunningham, Notary Public, Harrison County, W. Va.]

[fol. 534]

[File endorsement omitted]

DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

[Title omitted]

AFFIDAVIT OF OSCAR WARGNY, SECRETARY & MANAGER OF ELDRED WINDOW GLASS CO., PARTY DEFENDANT.—Filed Jan. 23, 1923.

**STATE OF PENNSYLVANIA,
County of Jefferson, ss:**

Oscar Wargny, being duly sworn, deposes and says that he is Secretary and Manager of Eldred Window Glass Company, a corporation organized and existing under and pursuant to the laws of the State of Pennsylvania, with offices at Punxsutawney, in the State of Pennsylvania, and with its factory located at Punxsutawney, in the State of Pennsylvania.

That said Eldred W. Glass Co. is engaged in the manufacture of glass by the process commonly known and designated as the "Hand" or "Handblown Process."

That in the production of said handblown glass deponent's company produces and manufactures its product through the medium of [fol. 535] skilled operatives and workmen who are furnished by

the National Window Glass Workers, a labor organization to which such workmen belong, and upon which deponent's company is dependent for its labor supply.

That deponent's plant under the provisions of the Wage Scale promulgated by the National Window Glass Workers has been assigned to operate under the second "period" or "blast." That under and pursuant to the terms and provisions of said Wage Scale above referred to, the factories included in the list of second "period" or "blast" will begin operations on the 29th day of January, 1923, and continue to the 11th day of June, 1923.

The number of pots in deponent's plant which it plans and is prepared to operate is 42. That in order to operate said 42 pots efficiently and properly man the same, the minimum number of skilled operatives required is as follows:

Blowers, 42.
Gatherers, 42.
Flatteners, 11.
Cutters, 16.

That in order to enable deponent's plant to begin operation on said 29th day of January, 1923, preliminary preparations, consisting of repairing and overhauling of furnaces and glass manufacturing equipment must be and have been made in advance of the date set for the commencement of such operation. It is likewise necessary for the fires to be commenced in the furnaces at a time considerably in advance of the date actually set for commencement of operations.

[fol. 538] Deponent further states that his plant has made such preparations in anticipation of the commencement of operations on the 29th day of January, 1923, and in so doing has incurred an expense of approximately \$6,000.00. That, moreover, anticipating the beginning of operations on said date aforesaid, deponent's plant has purchased and laid in a supply of raw materials necessary and essential in the manufacture and packing of glass. That the approximate amount of such raw materials now on hand ready for use is \$7,500.00.

That if for any reason, said wage scale, as promulgated, shall not be effective on the 29th day of January, 1923, deponent verily believes that the handblown operatives will continue their occupations and remain with factories now operating in the first period, and deponent's company as a result, will be without any operatives to man its plant. That consequently said Eldred Window Glass Co., will be forced to remain out of operation all to its great damage and irreparable injury.

Sworn to before me this 17th day of January, 1923. C. C.
Rauan, J. P. My commission expires First Monday of
January, 1923. [Seal of Justice of the Peace.]

[fol. 537]

[File endorsement omitted]

DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

[Title omitted]

AFFIDAVIT OF G. W. CONNELLY, PRESIDENT OF THE CONNELLY GLASS COMPANY, A PARTY DEFENDANT—Filed Jan. 23, 1923**STATE OF KANSAS,
County of Montgomery, ss:**

G. W. Connelly, being duly sworn, deposes and says that he is the President of The Connelly Glass Company, a corporation organized and existing under and pursuant to the laws of the State of Kansas, with offices at Caney, in the State of Kansas, and with its factory located at Caney, in the State of Kansas.

That said The Connelly Glass Co. is engaged in the manufacture of glass by the process commonly known and designated as the "Hand" or "Handblown Process."

That in the production of said handblown glass deponent company produces and manufactures its product through the medium of skilled operatives and workmen who are furnished to deponent's [fol. 538] company by the National Window Glass Workers, a labor organization to which such workmen belong, and upon which deponent's company is dependant for its labor supply.

That deponent's plant under the provisions of the Wage Scale promulgated by the National Window Glass Workers has been assigned to operate under the second "period" or "blast." That under and pursuant to the terms and provisions of said Wage Scale above referred to, the factories included in the list of second "period" or "blast" will begin operations on the 29th day of January, 1923, and continue to the 11th day of June, 1923.

The number of pots in deponent's plant which it plans and is prepared to operate is 36. That in order to operate said 36 pots efficiently and properly man the same, the minimum number of skilled operatives required is as follows:

Blowers, 36.
Gatherers, 36.
Flatteners, 9.
Cutters, 14.

That in order to enable deponent's plant to begin operation on said 29th day of January, 1923, preliminary preparations, consisting of repairing and overhauling of furnaces and glass manufacturing equipment must be and have been made in advance of the date set for the commencement of such operation. It is likewise necessary for the fires to be commenced in the furnaces at a time considerably in advance of the date actually set for commencement of operations.

Deponent further states that his plant has made such preparations in anticipation of the commencement of operations on the 29th [fol. 539] day of January, 1923, and in so doing has incurred an expense of approximately \$16,000.00. That, moreover, anticipating the beginning of operations on said date aforesaid, deponent's plant has purchased and laid in a supply of raw materials necessary and essential in the manufacture and packing of glass. That the approximate amount of such raw materials now on hand ready for use is \$12,000.00.

That if for any reason, said Wage Scale, as promulgated, shall not be effective on the 29th day of January, 1923, deponent verily believes that the handblown operatives will continue their occupations and remain with factories now operating in the first period and deponent's company, as a result, will be without any operatives to man its plant. That consequently said The Connelly Glass Company will be forced to remain out of operation, all to its great damage and irreparable injury.

G. W. Connelly.

Sworn to before me this 16th day of January, 1923. S. H. Barr, Notary Public. My Commission Expires August 28, 1926. [Seal of S. H. Barr, Notary Public, Montgomery Co., Kans.]

[fol. 540] [File endorsement omitted.]

DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

[Title omitted]

AFFIDAVIT OF LOUIS MOTTET, PRESIDENT OF NATIONAL GLASS CO., INC., PARTY DEFENDANT—Filed Jan. 23, 1923

STATE OF LOUISIANA,
Caddo Parish, ss.

Louis Mottet, being duly sworn, deposes and says that he is the President of National Glass Company a corporation organized and existing under and pursuant to the laws of the State of Louisiana, with offices at Cedar Grove in the State of Louisiana and with its factory located at Cedar Grove in the State of Louisiana.

That said National Glass Co. is engaged in the manufacture of glass by the process commonly known and designated as the "Hand" or "Handblown Process."

That in the production of said handblown glass deponent company produces and manufactures its product through the medium of skilled operatives and workmen who are furnished to deponent's [fol. 541] company by the National Window Glass Workers, a labor organization to which such workmen belong, and upon which deponent's company is dependent for its labor supply.

That deponent's plant under the provisions of the Wage Scale promulgated by the National Window Glass Workers has been assigned to operate under the second "period" or "blast." That under and pursuant to the terms and provisions of said Wage Scale above referred to, the factories included in the list of second "period" or "blast" will begin operations on the 29th day of January, 1923, and continue to the 11th day of June, 1923.

The number of pots in deponent's plant which it plants and is prepared to operate is forty-two. That in order to operate said 42 pots efficiently and properly man the same, the minimum number of skilled operatives required is as follows:

Blowers, Fifty (50).
 Gatherers, Fifty (50)
 Flatteners, (10).
 Cutters, Fifteen (15).

That in order to enable deponent's plant to begin operation on said 29th day of January, 1923, preliminary preparations, consisting of repairing and overhauling of furnaces and glass manufacturing equipment must be and have been made in advance of the date set for the commencement of such operation. It is likewise necessary for the fires to be commenced in the furnaces at a time considerably in advance of the date actually set for commencement of operations.

Deponent further states that his plant has made such preparations [fol. 542] in anticipation of the commencement of operations on the 29th day of January, 1923, and in so doing has incurred an expense of approximately \$10,000.00. That, moreover, anticipating the beginning of operations on said date aforesaid, deponent's plant has purchased and laid in a supply of raw materials necessary and essential in the manufacture and packing of glass. That the approximate amount of such raw materials now on hand ready for use is \$16,000.00. That if for any reason said Wage Scale, as promulgated, shall not be effective on the 29th day of January, 1923, deponent verily believes that the handblown operatives will continue their occupations and remain with factories now operating, in the first period and deponent's company, as a result, will be without any operatives to man its plant. That consequently said National Glass Co. will be forced to remain out of operation all to its great damage and irreparable injury.

Louis Mottet

Sworn to before me this 17th day of January, 1923. A. B. Boazman, Notary Public. [Seal of Arthur B. Boazman, Notary Public, Caddo Parish, Louisiana.]

[fol. 543]

[File endorsement omitted.]

DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

[Title omitted]

AFFIDAVIT OF WESTERN WINDOW GLASS COMPANY, OF LOVELL, WYO.,
PARTY DEFENDANT—Filed Jan. 23, 1923STATE OF WYOMING,
County of Big Horn, ss.

R. E. Richardson, being duly sworn, deposes and says that he is the Secretary of the Western Window Glass Co., a corporation organized and existing under and pursuant to the laws of the State of Wyoming with offices at Lovell, in the State of Wyoming and with its factory located at Lovell in the State of Wyoming.

That said Western Window Glass Co. is engaged in the manufacture of glass by the process commonly known and designated as the "Hand" or "Handblown Process".

That in the production of said handblown glass deponent's company produces and manufactures its product through the medium of skilled operatives and workmen who are furnished to deponent's company by the National Window Glass Workers, a labor organization to which such workmen belong, and upon which deponent's company is dependent for its labor supply.

That deponent's plant under the provisions of the wage scale promulgated by the National Window Glass Workers has been assigned to operate under the second "period" or "blast". That under and pursuant to the terms and provisions of said wage scale above referred to, the factories included in the list of second "period" or "blast" will begin operations on the 29th day of January, 1923, and continue to the 11th day of June, 1923.

The number of pots in deponent's plant which it plans and is prepared to operate is 36. That in order to operate said 36 pots efficiently and properly man the same, the minimum number of skilled operatives required is as follows:

Blowers, 36.

Gatherers, 36

Flatteners, 9.

Cutters, 12.

That in order to enable deponent's plant to begin operation on said 29th day of January, 1923, preliminary preparations, consisting of repairing and overhauling of furnaces and glass manufacturing equipment must be and have been made in advance of the date set for the commencement of such operation. It is likewise necessary for the fires to be commenced in the furnace at a time considerably in advance of the date actually set for commencement of operations.

Deponent further states that his plant has made such preparations in anticipation of the commencement of operations on the 29th day [fol. 545] of January, 1923, and in so doing has incurred an expense of approximately \$25,000. That, moreover, anticipating the beginning of operations on said date aforesaid, deponent's plant has purchased and laid in a supply of raw materials necessary and essential in the manufacture and packing of glass. That the approximate amount of such raw materials now on hand ready for use is \$15,000.

That if for any reason, said Wage Scale, as promulgated, shall not be effective on the 29th day of January, 1923, deponent verily believes that the handblown operatives will continue their occupations and remain with factories now operating in the first period, and deponent's company as a result, will be without any operatives to man its plant. That consequently said Western Window Glass Co. will be forced to remain out of operation all to its great damage and irreparable injury.

R. E. Richardson.

Sworn to before me this 18th day of January, 1923. R. L.
Katzenbach, Notary Public. [Seal of R. L. Katzenbach,
Notary Public, Big Horn County, Wyo.]

[fol. 546]

[File endorsement omitted]

DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

[Title omitted]

AFFIDAVIT OF JOHN B. SCOHY GLASS CO., OF SISTERSVILLE, W. VA.,
PARTY DEFENDANT—Filed Jan. 23, 1923

STATE OF OHIO,

County of Cuyahoga, ss:

John B. Scohy, being duly sworn, deposes and says that he is the Secretary & Manager of The John B. Scohy Glass Co. a corporation organized and existing under and pursuant to the laws of the State of — with offices at Sistersville, in the State of West Virginia and with its factory located at Sistersville in the State of West Virginia.

That said The John B. Scohy Glass Co. is engaged in the manufacture of glass by the process commonly known and designated as the "Hand" or "Handblown Process".

That in the production of said handblown glass deponent company produces and manufactures its product through the medium of skilled operatives and workmen who are furnished to deponent's company by the National Window Glass Workers, a labor organization to which such workmen belong, and upon which deponent's company is dependent for its labor supply.

[fol. 547]

That deponent's plant under the provisions of the Wage Scale promulgated by the National Window Glass Workers has been assigned to operate under the second "period" or "blast". That under and pursuant to the terms and provisions of said Wage Scale above referred to, the factories included in the list of second "period" or "blast" will begin operations on the 29th day of January, 1923, and continue to the 11th day of June, 1923.

The number of pots in deponent's plant which it plans and is prepared to operate is —. That in order to operate said — pots efficiently and properly man the same, the minimum number of skilled operatives required is as follows:

Blowers, 24.

Gatherers, 24.

Flatteners, 6

Cutters, 9.

That in order to enable deponent's plant to begin operation on said 29th day of January, 1923, preliminary preparations, consisting of repairing and overhauling of furnaces and glass manufacturing equipment must be and have been made in advance of the date set for the commencement of such operation. It is likewise necessary for the fires to be commenced in the furnaces at a time considerably in advance of the date actually set for commencement of operations.

Deponent further states that his plant has made such preparations in anticipation of the commencement of operations on the 29th day of January, 1923, and in so doing has incurred an expense of approximately \$—. That, moreover, anticipating the beginning of operations on said date aforesaid, deponent's plant has purchased and laid in a supply of raw materials necessary and essential in the manufacture and packing of glass. That the approximate amount of such raw materials now on hand ready for use is \$—.

That if for any reason, said Wage Scale, as promulgated, shall not be effective on the 29th day of January, 1923, deponent verily believes that the handblown operatives will continue their occupations and remain with factories now operating in the first period and deponent's company, as a result, will be without any operatives to man its plant. That consequently said John B. Scohy Glass Co. will be forced to remain out of operation, all to its great damage and irreparable injury.

John B. Scohy, Secy.

Sworn to before me this — day of January, 1923. F. P. Shirley, Notary Public. [Notarial Seal, Cuyahoga County, Ohio.]

[fol. 549]

[File endorsement omitted.]

DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

[Title omitted]

AFFIDAVIT OF VICTOR BRASSEUR, PRESIDENT OF PENN WINDOW GLASS CO., PARTY DEFENDANT—Filed Jan. 28, 1923.

STATE OF WEST VA.,
County of Ritchie, ss:

Victor Brasseur, being duly sworn, deposes and says that he is the President of Penn Window Glass Co., a corporation organized and existing under and pursuant to the laws of the State of West Va., with offices at Pennsboro, in the State of West Va., and with its factory located at Pennsboro, in the State of West Va.

That said company is engaged in the manufacture of glass by the process commonly known and designated as the "Hand" or "Handblown Process."

That in the production of said handblown glass deponent's company produces and manufactures its product through the medium of [fol. 550] skilled operatives and workmen who are furnished by the National Window Glass Workers, a labor organization to which such workmen belong, and upon which deponent's company is dependent for its labor supply.

That deponent's plant under the provisions of the Wage Scale promulgated by the National Window Glass Workers has been assigned to operate under the second "period" or "blast." That under and pursuant to the terms and provisions of said Wage Scale above referred to, the factories included in the list of second "period" or "blast" will begin operations on the 29th day of January, 1923, and continue to the 11th day of June, 1923.

The number of pots in deponent's plant which it plans and is prepared to operate is 36. That in order to operate said 36 pots efficiently and properly man the same, the minimum number of skilled operatives required is as follows:

Blowers, 38.
Gatherers, 36.
Flatteners, 9.
Cutters, 12.

That in order to enable deponent's plant to begin operation on said 29th day of January, 1923, preliminary preparations, consisting of repairing and overhauling of furnaces and glass manufacturing equipment must be and have been made in advance of the date set for the commencement of such operation. It is likewise necessary for the fires to be commenced in the furnaces at a time considerably in advance of the date actually set for commencement of operations.

Deponent further states that his plant has made such preparations

[fol. 551] in anticipation of the commencement of operations on the 29th day of January, 1923, and in so doing has incurred an expense of approximately \$5,000.00. That, moreover, anticipating the beginning of operations on said date aforesaid, deponent's plant has purchased and laid in a supply of raw materials necessary and essential in the manufacture and packing of glass. That the approximate amount of such raw materials now on hand ready for use is \$15,000.00.

That if for any reason, said Wage Scale, as promulgated, shall not be effective on the 29th day of January, 1923, deponent verily believes that the handblown operatives will continue their occupations and remain with factories now operating in the first period, and deponent's company as a result, will be without any operatives to man its plant. That consequently said Penn Window Glass Company will be forced to remain out of operation all to its great damage and irreparable injury.

Sworn to before me this 15 day of January, 1923. Lindsey C. Foster, Notary Public. My Commission Expires Aug. 25, 1932. (Seal of Lindsey C. Foster, Notary Public, Ritchie Co., W. Va.)

[fol. 552] [File endorsement omitted]

DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

[Title omitted]

AFFIDAVIT OF RELIANCE WINDOW GLASS MFG. CO., OF DU BOIS, PA.,
PARTY DEFENDANT—Filed Jan. 23, 1923

STATE OF PENNA.,
County of Clearfield.

L. J. Nicholas, being duly sworn, deposes and says that he is the Secretary of Reliance Window Glass Mfg. Co., a corporation organized and existing under and pursuant to the laws of the State of Pennsylvania with offices at Du Bois, Pa., in the State of Penna. and with its factory located at Du Bois, in the State of Penna.

That said corporation is engaged in the manufacturer of glass by the process commonly known and designated as the "Hand" or "Handblown Process."

That in the production of said handblown glass deponent's company produces and manufactures its product through the medium of [fol. 553] skilled operatives and workmen who are furnished by the National Window Glass Workers, a labor organization to which such workmen belong, and upon which deponent's company is dependent for its labor supply.

That deponent's plant under the provisions of the Wage Scale promulgated by the National Window Glass Workers has been assigned to operate under the second "period" or "blast." That under and pursuant to the terms and provisions of said Wage Scale above referred to, the factories included in the list of second "period" or "blast" will begin operations on the 29th day of January, 1923, and continue to the 11th day of June, 1923.

The number of pots in deponent's plant which it plans and is prepared to operate is thirty. That in order to operate said thirty pots efficiently and properly man the same, the minimum number of skilled operatives required is as follows:

Blowers, Thirty.

Gatherers, Thirty.

Flatteners, Nine.

Cutters, Twelve.

That in order to enable deponent's plant to begin operation on said 29th day of January, 1923, preliminary preparations, consisting of repairing and overhauling of furnaces and glass manufacturing equipment must be and have been made in advance of the date set for the commencement of such operation. It is likewise necessary for the fires to be commenced in the furnaces at a time considerably in advance of the date actually set for commencement of operations.

Deponent further states that his plant has made such preparations [fol. 554] in anticipation of the commencement of operations on the 29th day of January, 1923, and in so doing has incurred an expense of approximately \$8,000.00. That, moreover, anticipating the beginning of operations on said date aforesaid, deponent's plant has purchased and laid in a supply of raw materials necessary and essential in the manufacture and packing of glass. That the approximate amount of such raw materials now on hand ready for use is \$5,000.00.

That if for any reason, said Wage Scale, as promulgated, shall not be effective on the 29th day of January, 1923, deponent verily believes that the handblown operatives will continue their occupations and remain with factories now operating in the first period, and deponent's company as a result, will be without any operatives to man its plant. That consequently said deponent corporation will be forced to remain out of operation all to its great damage and irreparable injury.

Reliance Window Glass Mfg. Co., Per L. J. Nicolas, Secy.

Sworn to before me this 16 day o' January, 1923. G. W. Whitmore, J. P. My commission expires first Monday in January, 1928. (Seal of G. W. Whitmore, Justice of the Peace, Clearfield Co., Pa.)

[fol. 555]

[File endorsement omitted]

DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

[Title omitted]

AFFIDAVIT OF L. S. FLEMING, SECRETARY OF PARAMOUNT WINDOW GLASS CO., PARTY DEFENDANT—Filed Jan. 23, 1923

STATE OF WEST VIRGINIA.

County of Harrison. ss:

L. S. Fleming, being duly sworn, deposes and says that he is the Secretary of Paramount Window Glass Company a corporation organized and existing under and pursuant to the laws of the State of West Virginia with offices at Salem in the State of West Virginia and with its factory located at Salem in the State of West Virginia.

That said Paramount Window Glass Company is engaged in the manufacture of glass by the process commonly known and designated as the "Hand" or "Handblown Process."

That in the production of said handblown glass deponent's company produces and manufactures its product through the medium [fol. 556] of skilled operatives and workmen who are furnished by the National Window Glass Workers, a labor organization to which such workmen belong, and upon which deponent's company is dependent for its labor supply.

That deponent's plant under the provisions of the Wage Scale promulgated by the National Window Glass Workers has been assigned to operate under the second "period" or "blast." That under and pursuant to the terms and provisions of said Wage Scale above referred to, the factories included in the list of second "period" or "blast" will begin operations on the 29th day of January, 1923, and continue to the 11th day of June, 1923.

The number of pots in deponent's plant which it plans and is prepared to operate is 36. That in order to operate said 36 pots efficiently and properly man the same, the minimum number of skilled operatives required is as follows:

Blowers, 36 regular.

Gatherers, 36.

Flatteners, 9.

Cutters, 11.

That in order to enable deponent's plant to begin operation on said 29th day of January, 1923, preliminary preparations, consisting of repairing and overhauling of furnaces and glass manufacturing equipment must be and have been made in advance of the date set for the commencement of such operation. It is likewise necessary for the fires to be commenced in the furnaces at a time considerably in advance of the date actually set for commencement of operations. Deponent further states that his plant has made such preparations

[fol. 557] in anticipation of the commencement of operations on the 29th day of January, 1923, and in so doing has incurred an expense of approximately \$7,500.00. That, moreover, anticipating the beginning of operations on said date aforesaid, deponent's plant has purchased and laid in a supply of raw material necessary and essential in the manufacture and packing of glass. That the approximate amount of such raw materials now on hand ready for use is \$28,812.50.

That if for any reason, said Wage Scale, as promulgated, shall not be effective on the 29th day of January, 1923, deponent verily believes that the handblown operatives will continue their occupations and remain with factories now operating in the first period, and deponent's company as a result, will be without any operatives to man its plant. That consequently Paramount Window Glass Company will be forced to remain out of operation all to its great damage and irreparable injury.

L. S. Fleming.

Sworn to before me this 15th day of January, 1923. Fred Diddle, Notary Public. My commission expires June 22, 1930. (Seal of Fred Diddle, Notary Public, Harrison County, W. Va.)

[fol. 558]

[File endorsement omitted]

DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

[Title omitted]

AFFIDAVIT OF ROGER J. HOUZE, PRESIDENT OF HOUZE W. G. CO.,
PARTY DEFENDANT—Filed Jan. 23, 1923

STATE OF PA.,

County of Fayette, ss:

Roger J. House, being duly sworn, deposes and says that he is the President of Houze W. G. Co., a corporation organized and existing under and pursuant to the laws of the State of Penna. with offices at Point Marion in the State of Penna. and with its factory located at Point Marion in the State of Pennsylvania.

That said House W. G. Co. is engaged in the manufacture of glass by the process commonly known and designated as the "Hand" or "Handblown Process."

That in the production of said handblown glass deponent's company produces and manufactures its product through the medium of skilled operatives and workmen who are furnished by the National [fol. 559] Glass Window Workers, a labor organization to which such workmen belong, and upon which deponent's company is dependent for its labor supply.

That deponent's plant under the provisions of the Wage Scale promulgated by the National Window Glass Workers has been assigned to operate under the second "period" or "blast." That under and pursuant to the terms and provisions of said Wage Scale above referred to, the factories included in the list of second "period" or "blast" will begin operations on the 29th day of January, 1923, and continue to the 11th day of June, 1923.

The number of pots in deponent's plant which it plans and is prepared to operate is 24. That in order to operate said 24 pots efficiently and properly man the same, the minimum number of skilled operatives required is as follows:

Blowers, 24.
Gatherers, 24.
Flatteners, 6.
Cutters, 8.

That in order to enable deponent's plant to begin operations on said 29th day of January, 1923, preliminary preparations, consisting of repairing and overhauling of furnaces and glass manufacturing equipment must be and have been made in advance of the date set for the commencement of such operation. It is likewise necessary for the fires to be commenced in the furnaces at a time considerably in advance of the date actually set for commencement of operations. [fol. 580] Deponent further states that his plant has made such preparations in anticipation of the commencement of operations on the 29th day of January, 1923, and in so doing has incurred an expense of approximately \$7,000.00. That, moreover, anticipating the beginning of operations on said date aforesaid, deponent's plant has purchased and laid in a supply of raw materials necessary and essential in the manufacture and packing of glass. That the approximate amount of such raw materials now on hand ready for use is \$6,000.00.

That if for any reason, said wage scale, as promulgated, shall not be effective on the 29th day of January, 1923, deponent verily believes that the handblown operatives will continue their occupations and remain with factories now operating in the first period, and deponent's company as a result, will be without any operatives to man its plant. That consequently said House W. G. Co. will be forced to remain out of operation all to its great damage and irreparable injury.

House Window Glass Co. Roger J. House.

Sworn to before me this 15th day of January, 1923. Albert D. Mayer. My Commission Expires Feb. 21, 1923.
(Seal of Albert D. Mayer, Notary Public, Point Marion, Pa.)

[fol. 561]

[File endorsement omitted]

DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

[Title omitted]

AFFIDAVIT OF WM. L. GRAHAM, SEC'Y-TREAS. OF MASONTOWN GLASS CO., INC., PARTY DEFENDANT—Filed Jan. 23, 1923

STATE OF PENNA.,

County of Fayette, ss:

Wm. L. Graham, being duly sworn, deposes and says that he is the Sec'y-Treas. of Masontown Glass Co., Inc., a corporation organized and existing under and pursuant to the laws of the State of Penna. with offices at Masontown, in the State of Penna. and with its factory located at Masontown in the State of Penna.

That said Masontown Glass Co. is engaged in the manufacture of glass by the process commonly known and designated as the "Hand" or "Handblown Process."

That in the production of said handblown glass deponent's company produces and manufactures its product through the medium of skilled operatives and workmen who are furnished to deponent's [fol. 562] company by the National Window Glass Workers, a labor organization to which such workmen belong, and upon which deponent's company is dependent for its labor supply.

That deponent's plant under the provisions of The Wage Scale promulgated by the National Window Glass Workers has been assigned to operate under the second "period" or "blast." That under and pursuant to the terms and provisions of said Wage Scale above referred to, the factories included in the list of second "period" or "blast" will begin operations on the 29th day of January, 1923, and continue to the 11th day of June, 1923.

The number of pots in deponent's plant which it plans and is prepared to operate is 42. That in order to operate said 42 pots efficiently and properly man the same, the minimum number of skilled operatives required is as follows:

Blowers, 42.

Gatherers, 42.

Flatteners, 8.

Cutters, 16.

That in order to enable deponent's plant to begin operation on said 29th day of January, 1923, preliminary preparations, consisting of repairing and overhauling of furnaces and glass manufacturing equipment must be and have been made in advance of the date set for the commencement of such operation. It is likewise necessary for the fires to be commenced in the furnaces at a time considerably in advance of the date actually set for commencement of operations.

Deponent further states that his plant has made such preparations in anticipation of the commencement of operations on the 29th day [fol. 563] of January, 1923, and in so doing has incurred an expense of approximately \$2,000.00. That, moreover, anticipating the beginning of operations on said date aforesaid, deponent's plant has purchased and laid in a supply of raw materials necessary and essential in the manufacture and packing of glass. That the approximate amount of such raw materials now on hand ready for use is \$20,000.00.

That if for any reason, said Wage Scale, as promulgated, shall not be effective on the 29th day of January, 1923, deponent verily believes that the handblown operatives will continue their occupations and remain with factories now operating in the first period, and deponent's company as a result, will be without any operatives to man its plant. That consequently said Masontown Glass Co., Inc., will be forced to remain out of operation all to its great damage and irreparable injury.

W. L. Graham, Secty.-Treas., Masontown Glass Co., Inc.

Sworn to before me this 16 day of January, 1923. Jos. Rafael, Notary Public. My Commission Expires March 25th, 1925. [Seal of Joseph Rafael, Notary Public, Mason-town, Pa.]

[fol. 564]

[File endorsement omitted]

DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

[Title omitted]

AFFIDAVIT OF J. E. TRAINER, PRESIDENT OF IDEAL WINDOW GLASS CO., PARTY DEFENDANT—Filed Jan. 23, 1923

STATE OF WEST VIRGINIA,
County of Doddridge, *ss.*:

J. E. Trainer, being duly sworn, deposes and says that he is the President of the Ideal Window Glass Co. a corporation organized and existing under and pursuant to the laws of the State of West Virginia with offices at West Union in the State of West Virginia and with its factory located at West Union in the State of West Virginia.

That said Ideal Window Glass Co. is engaged in the manufacture of glass by the process commonly known and designated as the "Hand" or "Handblown Process."

That in the production of said handblown glass deponent's company produces and manufactures its product through the medium of skilled operatives and workmen who are furnished by the National [fol. 565] Window Glass Workers, a labor organization to which such workmen belong, and upon which deponent's company is dependent for its labor supply.

That deponent's plant under the provisions of the Wage Scale promulgated by the National Window Glass Workers has been assigned to operate under the second "period" or "blast." That under and pursuant to the terms and provisions of said Wage Scale above referred to, the factories included in the list of second "period" or "blast" will begin operations on the 29th day of January, 1923, and continue to the 11th day of June, 1923.

The number of pots in deponent's plant which it plans and is prepared to operate is 24. That in order to operate said 24 pots efficiently and properly man the same, the minimum number of skilled operatives required is as follows:

Blowers, 24.
Gatherers, 24.
Flatteners, 6.
Cutters, 8.

That in order to enable deponent's plant to begin operation on said 29th day of January, 1923, preliminary preparations, consisting of repairing and overhauling of furnaces and glass manufacturing equipment must be and have been made in advance of the date set for the commencement of such operation. It is likewise necessary for the fires to be commenced in the furnaces at a time considerably in advance of the date actually set for commencement of operations.

[fol. 586] Deponent further states that his plant has made such preparations in anticipation of the commencement of operations on the 29th day of January, 1923, and in so doing has incurred an expense of approximately \$1,500.00. That, moreover, anticipating the beginning of operations on said date aforesaid, deponent's plant has purchased and laid in a supply of raw materials necessary and essential in the manufacture and packing of glass. That the approximate amount of such raw materials now on hand ready for use is \$18,000.00.

That if for any reason, said wage scale, as promulgated, shall not be effective on the 29th day of January, 1923, deponent verily believes that the handblown operatives will continue their occupations and remain with factories now operating in the first period, and deponent's company as a result, will be without any operatives to man its plant. That consequently said Ideal Window Glass Co. will be forced to remain out of operation all to its great damage and irreparable injury.

J. E. Trainer.

Sworn to before me this 15th day of January, 1923. U. G. Summers, Notary Public. My Commission expires October 21, 1920. [Seal U. G. Summers, Notary Public, Doddridge County, W. Va.]

[fol. 567]

[File endorsement omitted]

DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

[Title omitted]

AFFIDAVIT OF R. F. ALDER, MANAGER OF MARION WINDOW GLASS CO., A PARTY DEFENDANT—Filed January 23, 1923

STATE OF W. VA.,
County of Marion, as:

R. F. Alder, being duly sworn, deposes and says that he is the manager of The Marion Window Glass Co., a corporation organized and existing under and pursuant to the laws of the State of West Virginia with offices at Mannington in the State of West Va. and with its factory located at Mannington in the State of West Virginia.

That said Marion Window Glass Co. is engaged in the manufacture of glass by the process commonly known and designated as the "Hand" or "Handblown Process."

That in the production of said handblown glass deponent company produces and manufactures its product through the medium of [fol. 568] skilled operatives and workmen who are furnished to deponent's company by the National Window Glass Workers, a labor organization to which such workmen belong, and upon which deponent's company is dependant for its labor supply.

That deponent's plant under the provisions of the Wage Scale promulgated by the National Window Glass Workers has been assigned to operate under the second "period" or "blast." That under and pursuant to the terms and provisions of said Wage Scale above referred to, the factories included in the list of second "period" or "blast" will begin operations on the 29th day of January, 1923, and continue to the 11th day of June, 1923.

The number of pots in deponent's plant which it plans and is prepared to operate is Forty-two. That in order to operate said 42 pots efficiently and properly man the same, the minimum number of skilled operatives required is as follows:

Blowers, 42.
Gatherers, 42.
Flatteners, 12.
Cutters, 14.

That in order to enable deponent's plant to begin operation on said 29th day of January, 1923, preliminary preparations, consisting of repairing and overhauling of furnaces and glass manufacturing equipment must be and have been made in advance of the date set for the commencement of such operation. It is likewise necessary for the fires to be commenced in the furnaces at a time considerably in advance of the date actually set for commencement of operations. [fol. 569] Deponent further states that his plant has made such

preparations in anticipation of the commencement of operations on the 29th day of January, 1923, and in so doing has incurred an expense of approximately \$5,000.00. That, moreover, anticipating the beginning of operations on said date aforesaid, deponent's plant has purchased and laid in a supply of raw materials necessary and essential in the manufacture and packing of glass. That the approximate amount of such raw materials now on hand ready for use is \$20,000.00.

That if for any reason, said wage scale, as promulgated, shall not be effective on the 29th day of January, 1923, deponent verily believes that the handblown operatives will continue their occupations and remain with factories now operating in the first period and deponent's company, as a result, will be without any operatives to man its plant. That consequently said Marion Window Glass Co. will be forced to remain out of operation, all to its great damage and irreparable injury.

R. F. Alder.

Sworn to before me this 15th day of January, 1923. L. S. Schwenck, Notary Public, in and for Marion County, West Virginia. My Commission expires Jan. 29, 1930. [Seal
L. S. Schwenck, Notary Public, Marion County, West Virginia.]

[fol. 570]

[File endorsement omitted]

DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

[Title omitted]

AFFIDAVIT OF JOHN B. YATES, VICE-PRESIDENT OF PREMIER WINDOW GLASS COMPANY, PARTY DEFENDANT—Filed Jan. 28, 1923.

STATE OF WEST VIRGINIA,
County of Ritchie, ss:

John B. Yates, being duly sworn, deposes and says that he is the Vice President of Premier Window Glass Company, a corporation organized and existing under and pursuant to the laws of the State of West Virginia with offices at Pennsboro, in the State of West Virginia, and with its factory located at Marietta, in the State of Ohio.

That said Premier Window Glass Company is engaged in the manufacture of glass by the process commonly known and designated as the "Hand" or "Handblown Process."

That in the production of said handblown glass deponent's company produces and manufactures its product through the medium of [fol. 571] skilled operatives and workmen who are furnished by the National Window Glass Workers, a labor organization to which such

workmen belong, and upon which deponent's company is dependent for its labor supply.

That deponent's plant under the provisions of the Wage Scale promulgated by the National Window Glass Workers has been assigned to operate under the second "period" or "blast." That under and pursuant to the terms and provisions of said Wage Scale above referred to, the factories included in the list of second "period" or "blast" will begin operations on the 29th day of January, 1923, and continue to the 11th day of June, 1923.

The number of pots in deponent's plant which it plans and is prepared to operate is 36. That in order to operate said 36 pots efficiently and properly man the same, the minimum number of skilled operatives required is as follows:

Blowers, 36.

Gatherers, 36.

Flatteners, 9.

Cutters, 12.

That in order to enable deponent's plant to begin operation on said 29th day of January, 1923, preliminary preparations, consisting of repairing and overhauling of furnaces and glass manufacturing equipment must be and have been made in advance of the date set for the commencement of such operation. It is likewise necessary for the fires to be commenced in the furnaces at a time considerably in advance of the date actually set for commencement of operations.

Deponent further states that his plant has made such preparations in anticipation of the commencement of operations on the 29th [fol. 572] day of January, 1923, and in so doing has incurred an expense of approximately \$13,000.00. That, moreover, anticipating the beginning of operations on said date aforesaid, deponent's plant has purchased and laid in a supply of raw materials necessary and essential in the manufacture and packing of glass. That the approximate amount of such raw materials now on hand ready for use is \$7,500.00.

That if for any reason, said Wage Scale, as promulgated, shall not be effective on the 29th day of January, 1923, deponent verily believes that the handblown operatives will continue their occupations and remain with factories now operating in the first period, and deponent's company as a result, will be without any operatives to man its plant. That consequently said Premier Window Glass Company will be forced to remain out of operation all to its great damage and irreparable injury.

Sworn to before me this 16 day of January, 1923. Lindsey C. Foster, Notary Public. [Seal of Lindsey C. Foster, Notary Public, Ritchie Co., W. Va.]

[fol. 573]

[File endorsement omitted]

DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

[Title omitted]

AFFIDAVIT OF THE FAIRFIELD GLASS COMPANY OF LANCASTER, OHIO,
PARTY DEFENDANT—Filed Jan. 23, 1923

STATE OF OHIO,

County of Fairfield, ss:

Leopold Mambourg, being duly sworn, deposes and says that he is the vice president of the Fairfield Glass Company, a corporation organized and existing under and pursuant to the laws of the State of Ohio, with offices at Lancaster in the State of Ohio and with its factory located at Lancaster in the State of Ohio.

That said The Fairfield Glass Co. is not engaged in the manufacture of glass by the process commonly known and designated as the "Hand" or "Handblown Process."

That in the production of said handblown glass deponent's company produces and manufactures its product through the medium of [fol. 574] skilled operatives and workmen who are furnished to deponent's company by the National Window Glass Workers, a labor organization to which such workmen belong, and upon which deponent's company is dependent for its labor supply.

That deponent's plant under the provisions of the Wage Scale promulgated by the National Window Glass Workers has been assigned to operate under the second "period" or "blast." That under and pursuant to the terms and provisions of said Wage Scale above referred to, the factories included in the list of second "period" or "blast" will begin operations on the 29th day of January, 1923, and continue to the 11th day of June, 1923.

[Written across face in red:] We are not in the manufacture of window glass by hand process or any other process, since the end of the year 1921—nor familiar with the doings of that part of the hand window glass industry. Our former plant is now operated by the Fairfield Sheet Glass Company and they are using the Libbey Owen Sheet Glass Co.'s machine which do not require any skill workmen of the National Window Glass Workers' Association. The plant is now operated all the year around. They operate the plant absolutely independent of any organization of workers or manufacturers.

The number of pots in deponent's plant which it plans and is prepared to operate is —. That in order to operate said — pots efficiently and properly man the same, the minimum number of skilled operatives required is as follows:

Blowers, —.
 Gatherers, —.
 Flatteners, —.
 Cutters, —.

That in order to enable deponent's plant to begin operation on said 29th day of January, 1923, preliminary preparations, consisting of repairing and overhauling of furnaces and glass manufacturing equipment must be and have been made in advance of the date set for the commencement of such operation. It is likewise necessary for the fires to be commenced in the furnaces at a time considerably in advance of the date actually set for commencement of operations. [fol. 575] Deponent further states that his plant has made such preparations in anticipation of the commencement of operations on the 29th day of January, 1923, and in so doing has incurred an expense of approximately \$—. That, moreover, anticipating the beginning of operations on said date aforesaid, deponent's plant has purchased and laid in a supply of raw material necessary and essential in the manufacture and packing of glass. That the approximate amount of such raw materials now on hand ready for use is \$—.

That if for any reason said Wage Scale, as promulgated, shall not be effective on the 29th day of January, 1923, deponent verily believes that the handblown operatives will continue their occupations and remain with factories now operating, in the first period and deponent's company, as a result, will be without any operatives to man its plant. That consequently said —— will be forced to remain out of operation, all to its great damage and irreparable injury.

Leopold Mambourg.

Sworn to before me this 16th day of January, 1923. Henry K. Beck, Notary Public. [Notarial Seal, Fairfield County, O.]

[fol. 576] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

In Equity. No. 817

[Title omitted]

PETITION FOR APPEAL—Filed April 21, 1923

The petition of the defendants herein respectfully represents:
 That the petitioners, conceiving themselves aggrieved by the decree made and entered on the 15th day of March, 1923, in the above entitled case, in favor of complainant, and against said defendants, the petitioners herein, directing the issuance of an injunction in said cause, do hereby appeal from said order and decree to the Supreme Court of the United States, for the reasons specified in the assignment of errors which is filed herewith, and said petitioners

desire that said appeal, returnable to the Supreme Court of the United States, shall operate as a supersedeas and may suspend during the pendency of said appeal the effect of said injunction.

Wherefore, petitioners pray that said appeal may be allowed and that upon their giving bond in an amount to be fixed by this court, the said appeal may operate as a supersedeas and may suspend during the pendency of said appeal the effect of said injunction; that said appeal be made returnable to the Supreme Court of the United States, according to law, and that a transcript of the record, proceedings, papers and exhibits upon which said decree was rendered, [fol. 577] duly authenticated, be sent to said Supreme Court of the United States.

And petitioners pray for all general and equitable relief.

Stetson, Jennings & Russell, Squire, Sanders & Dempsey,
Calfee, Fogg & White, Solicitors for Petitioners, Defendants
in said Cause.

[fol. 578] IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

In Equity. No. 817

[Title omitted]

ASSIGNMENT OF ERRORS—Filed April 21, 1923

The petitioners, defendants in the above entitled cause, in connection with their petition for appeal herein, present and file herewith their assignment of errors, as to which matters and things they say that the decree entered herein on the 15th day of March, 1923, is erroneous, to wit:

First. That the court erred in sustaining the petition of the plaintiff;

Second. That the court erred in granting the prayer of the plaintiff for an injunction;

Third. That the court erred in refusing to dismiss the petition of the plaintiff;

Fourth. That the court erred in decreeing that the so called Wage Scale Contract, entered into on or about September 16, 1922, between a Wage Committee representing the National Association of Window Glass Manufacturers and a Wage Committee representing the Association of Window Glass Workers, and all agreements and understandings independent thereof or collateral thereto, in so far as they limit or prescribe, or have been the means employed to limit or prescribe the periods of time during which defendant corporations having factories for the manufacture of hand-blown window glass may or shall operate their factories, constitute a contract in restraint [fol. 579] of interstate trade and commerce in hand-blown window

glass, and a violation of Section 1 of the Act of Congress approved July 2, 1890, entitled: "An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopolies".

Fifth. That the court erred in enjoining the defendants and each of them, and their officers, agents, members and employes, from directly or indirectly carrying out or taking any action to carry out the so called Wage Scale Contract entered into on or about September 16, 1922, between a Wage Committee representing the National Association of Window Glass Manufacturers, and a Wage Committee representing the Association of Window Glass Workers, and any of said agreements or understandings, independent thereof and collateral thereto, in so far as they limit and prescribe, or may be the means employed to limit and prescribe the periods of time during which defendant corporations having factories for the manufacture of hand-blown window glass may or shall operate their factories, and from entering into or carrying out any other contract or agreement of like character and purpose.

Sixth. That the court erred in decreeing that the so called Wage Scale Contract entered into on or about September 16, 1922, between the Wage Committee representing the National Association of Window Glass Manufacturers, and the Wage Committee representing the Association of Window Glass Workers, was a contract affecting interstate commerce.

Seventh. That the court erred in decreeing that said so called Wage Scale Contract, entered into on or about September 16, 1922, between the Wage Committee representing the National Association of Window Glass Manufacturers, and the Wage Committee representing the Association of Window Glass Workers, was an illegal contract and should be enjoined, for the reason that the same is not an illegal contract and is made immune from injunction by the express provisions of the Act of Congress of October 15, 1914, C. 323, Sections 6 and 20, 38 Stat. 781, commonly known as the Clayton [fol. 580] Act, and particularly by reason of the provisions of Sections 6 and 20 thereof, which are, respectively, as follows:

Section 6. "The labor of a human being is not a commodity or article of commerce. Nothing contained in the Anti-Trust laws shall be construed to forbid the existence or operation of labor, agricultural or horticultural organizations instituted for the purpose of mutual help and not having capital stock or conducted for profit, or to forbid or restrain individual members of such organizations from lawfully carrying out the legitimate objects thereof."

Section 20. "No restraining order or injunction shall be granted by any court of the United States, or a judge or the judges thereof, in any case between an employer and employees, or between employers and employees, or between employees, or between persons employed and persons seeking employment, involving, or growing out of, a dispute concerning terms or conditions of employment, unless necessary to prevent irreparable injury to property, or to a property right, of the party making the application, for which injury there

is no adequate remedy at law, and such property or property right must be described with particularity in the application, which must be in writing and sworn to by the applicant or by his agent or attorney.

And no such restraining order or injunction shall prohibit any person or persons, whether singly or in concert, from terminating any relation of employment, or from ceasing to perform any work or labor, or from recommending, advising, or persuading others by peaceful means so to do; or from attending at any place where any such person or persons may lawfully be, for the purpose of peacefully obtaining or communicating information, or from peacefully persuading any person to work or to abstain from working; or from ceasing to patronize or to employ any party to such dispute, or from recommending, advising, or persuading others by peaceful and lawful means so to do; or from paying or giving to, or withholding from, any person engaged in such dispute, any strike benefits or other moneys or things of value; or from peaceably assembling in a lawful manner, and for lawful purposes; or from doing any act or thing which might lawfully be done in the absence of such dispute by any party thereto; nor shall any of the acts specified in this paragraph be considered or held to be violations of any law of the United States."

[fol. 581] Eighth. The court in decreeing that the so called Wage Scale Contract entered into on or about September 16, 1922, between the Wage Committee representing the National Association of Window Glass Manufacturers, and the Wage Committee representing the Association of Window Glass Workers, is a contract which imposes an unlawful restraint of trade, for the reason that upon the record and proofs, if said contract imposes any restraint whatsoever, it is a reasonable restraint within the contemplation of the law.

Ninth. That the said decree is not supported by the evidence.

Tenth. That the said decree is against the law.

Wherefore, the petitioners, defendants herein, pray that the decree of said District Court be reversed.

Stetson, Jennings & Russell, Squire, Sanders & Dempeey,
Calfee, Fogg & White, Solicitors for Petitioners, Defendants
in said Cause.

[fol. 582]

IN UNITED STATES DISTRICT COURT**In Equity. No. 817**

[Title omitted]

ORDER ALLOWING APPEAL—Entered April 21st, 1923, by Judge Westenhaver

On this, the 21 day of April, 1923, this cause came on to be heard upon the petition of the defendants herein for appeal with supersedeas, and upon full consideration whereof, together with the assignment of errors of petitioners filed in said cause, being presented to the court with said petition for appeal.

It is ordered that an appeal be allowed to the petitioners herein, the defendants in this suit, from the decree herein entered on the 15th day of March, 1923, against said defendants in the above entitled and numbered cause, and that said appeal shall be returnable to the Supreme Court of the United States upon the execution of a bond in the penalty of \$1000.00, and that a transcript of the record, including all the exhibits offered in evidence by either party, be filed in the Supreme Court of the United States, according to law, as prayed for.

[fols. 583 & 584] **IN THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION**

[Title omitted]

BOND ON APPEAL FROM THE DISTRICT COURT TO THE SUPREME COURT OF THE UNITED STATES—Filed Apr. 25, 1923

[For \$1,000.00; approved, Westenhaver, J.; omitted in printing]

[fol. 585] **IN THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION**

In Equity. No. 817

[Title omitted]

CITATION AND SERVICE**To the United States of America:**

Whereas, National Association of Window Glass Manufacturers, National Window Glass Workers, et al. have lately appealed to the Supreme Court of the United States from a decree lately rendered in

the District Court of the United States, for the Northern District of Ohio, Eastern Division, made in favor of you, the said United States of America, and have filed the required bond, you are therefore hereby cited to appear before the said Supreme Court at the City of Washington, on the 25th day of May next to do and receive what may appertain to justice to be done in the premises.

Given under my hand and seal at the City of Cleveland, in the Sixth Circuit, this 25th day of April in the year of our Lord, one thousand nine hundred and twenty-three.

D. C. Westenhaver, Judge of the District Court of the United States for the Northern District of Ohio, Eastern Division.

Service of the above citation is hereby acknowledged and appearance of appellee is hereby entered.

Gerard J. Pilliard, Asst. U. S. Atty., Nor. Dist. of Ohio.

[fol. 586]

IN UNITED STATES DISTRICT COURT

[Title omitted]

ORDER EXTENDING TIME FOR FILING TRANSCRIPT OF RECORD—
Entered May 25, 1923, by D. C. Westenhaver, Judge

On application of defendants and for good cause shown, it is ordered that the time for filing the transcript of record in the Supreme Court of the United States be extended to June 25, 1923.

[fol. 587] **IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION**

[Title omitted]

STIPULATION AS TO PRINTING RECORD—Filed May 28, 1923

It is hereby stipulated between counsel in the above entitled cause that in the printing of the record on appeal the following exhibits be set forth in full at the points where they were respectively introduced and read in evidence, instead of being printed as an appendix to the record, viz:

1. Government Exhibit No. 1 at Page 27.
2. Government Exhibit No. 3 at Page 28.
3. Government Exhibit No. 4 at Page 29.
4. The nine (9) telegrams and letters constituting Government Exhibit No. 10 at Page 37.

5. The six (6) letters constituting Government Exhibit No. 11
age Page 38.
6. The three (3) letters constituting Government Exhibit No. 13
at Page 39.
7. The two (2) letters constituting Government Exhibit No. 14
at Page 40.
- [fol. 588] 8. The text of the petition constituting part of Govern-
ment Exhibit No. 15 at Page 41.
9. The letter constituting Government Exhibit No. 15 at Page 41.
10. The two (2) letters constituting Government Exhibit No. 16
at Page 41.
11. The letter constituting Government Exhibit No. 17 at Page 41.
12. The nine (9) letters constituting Government Exhibit No. 18
age Page 43.
13. Two (2) of the letters constituting Government Exhibit No.
18 at Page 44.
14. The letter constituting defendants' Exhibit No. 1 at Page 55.
15. The resolution marked Exhibit No. 21 at Page 72.
16. The four (4) letters constituting Government Exhibit No. 22
at Page 81.
17. The four (4) letters constituting Government Exhibit No. 23
at Page 94.
18. The two (2) letters constituting Government Exhibit No. 24
at Page 109.
19. The eight (8) letters constituting Government Exhibit No. 25
at Page 113.
20. The letter constituting defendants' Exhibit No. 2 at Page 124.
21. The two (2) letters constituting Government Exhibit No. 26
age Page 125.
22. The list constituting Workers' Exhibit No. 5 at Page 208½.
Calfee, Fogg & White, Squire, Sanders & Dempsey, Stetson,
Jennings & Russell, Counsel for the Defendants. Roger
Shale, Counsel for the Plaintiff. May 28, 1923.

[fol. 589] IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

In Equity. No. 817

[Title omitted]

PRECIPICE FOR TRANSCRIPT OF RECORD—Filed April 25, 1923

To the Clerk:

Please prepare transcript of record in the above entitled case, and include therein the following papers, records and exhibits:

1. Original petition;
- 1-A. Temporary restraining order;
2. Answers of the respective defendants;
3. Transcript of the testimony in narrative form, duly authenticated;
- 3-A. Order approving narrative form of testimony;
4. Papers and exhibits;
5. Decree of the court;
6. The petition for appeal to the Supreme Court of the United States;
7. The assignment of errors;
8. The order allowing appeal;
9. The bond;
10. The citation;
11. And all such other papers and exhibits pertaining to the proceedings had in the District Court, and upon which the decree was rendered;
12. Opinion of Court;
13. Stipulation re printing of record;
14. Precipe;
15. Clerk's certificate.

And deliver the same in accordance with law to the Clerk of the Supreme Court of the United States.

Squire, Sanders & Dempsey, Calfee, Fogg & White, Attorneys
for the National Association of Window Glass Manufac-
turers, National Window Glass Workers, et al., Defendants

[fol. 590]

IN UNITED STATES DISTRICT COURT

CERTIFICATE OF CLERK

NORTHERN DISTRICT OF OHIO, ss:

I, B. C. Miller, Clerk of the United States District Court within and for said District, do hereby certify that the foregoing printed pages contain a full, true and complete copy of the record and all proceedings in this cause, including the petition for appeal, assignment of errors, order allowing appeal and the bond on appeal, in accordance with the preceipe for transcript filed herein, the originals of which remain in my custody as Clerk of said Court.

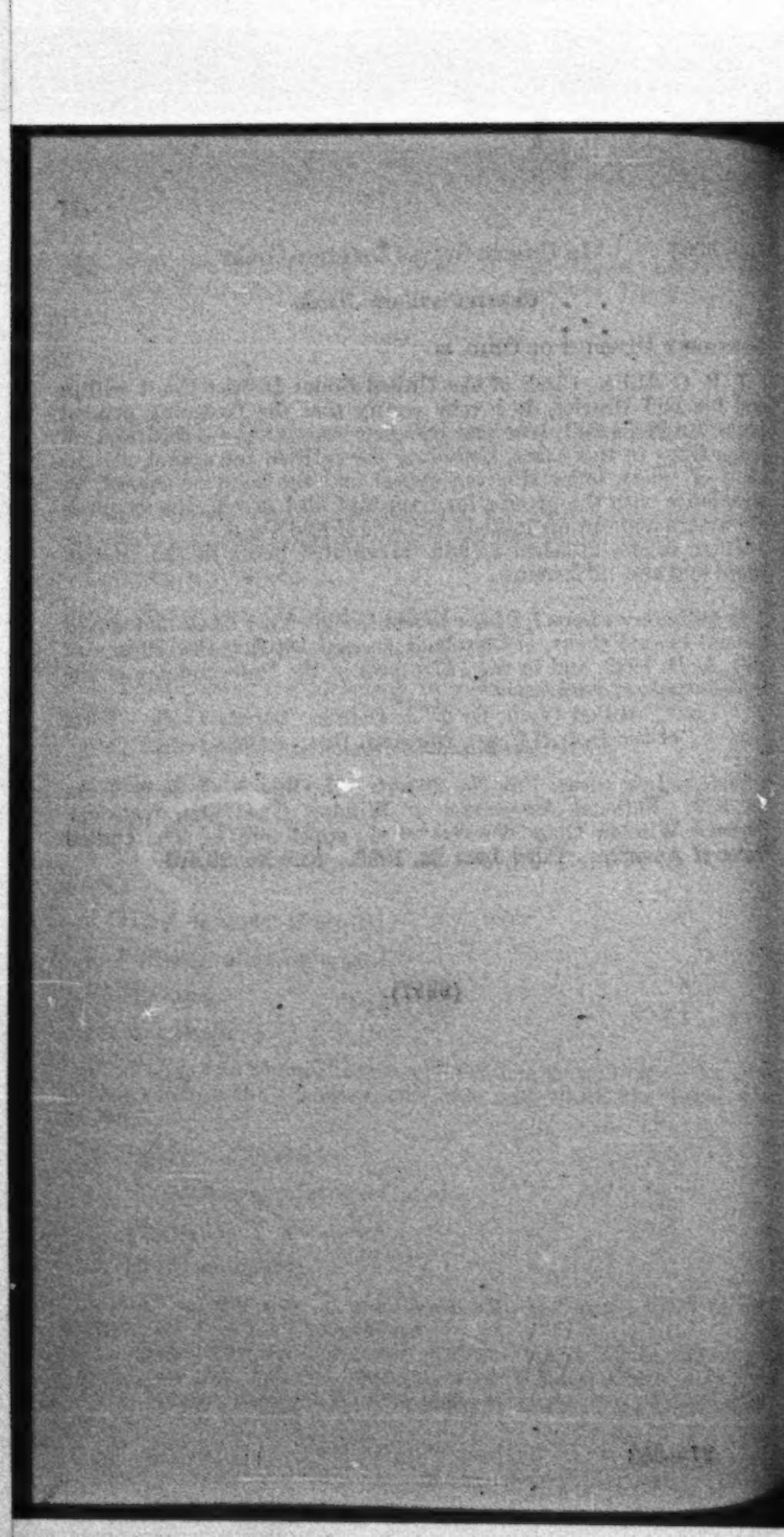
There is also attached to and transmitted herewith the citation issued and allowed herein.

In testimony whereof, I have hereunto signed my name and affixed the seal of said Court, at Cleveland, in said District, this 29 day of May, A. D. 1923, and in the 147th year of the Independence of the United States of America.

B. C. Miller, Clerk, By F. J. Densler, Deputy Clerk. [Seal of the District Court, Northern Dist. of Ohio.]

Endorsed on cover: File No. 29,661. N. Ohio D. C. U. S. Term No. 353. National Association of Window Glass Manufacturers, National Window Glass Workers, et al., appellants, vs. The United States of America. Filed June 2d, 1923. File No. 29,661.

(9987)



FILED

OCT 31 1923

WM. R. STANSBURY
(W.E.)

Supreme Court of the United States

OCTOBER TERM, 1923.

No. 353

NATIONAL ASSOCIATION OF WINDOW GLASS
MANUFACTURERS, NATIONAL WINDOW
GLASS WORKERS, et al.,

Appellants,

v.s.

THE UNITED STATES OF AMERICA.

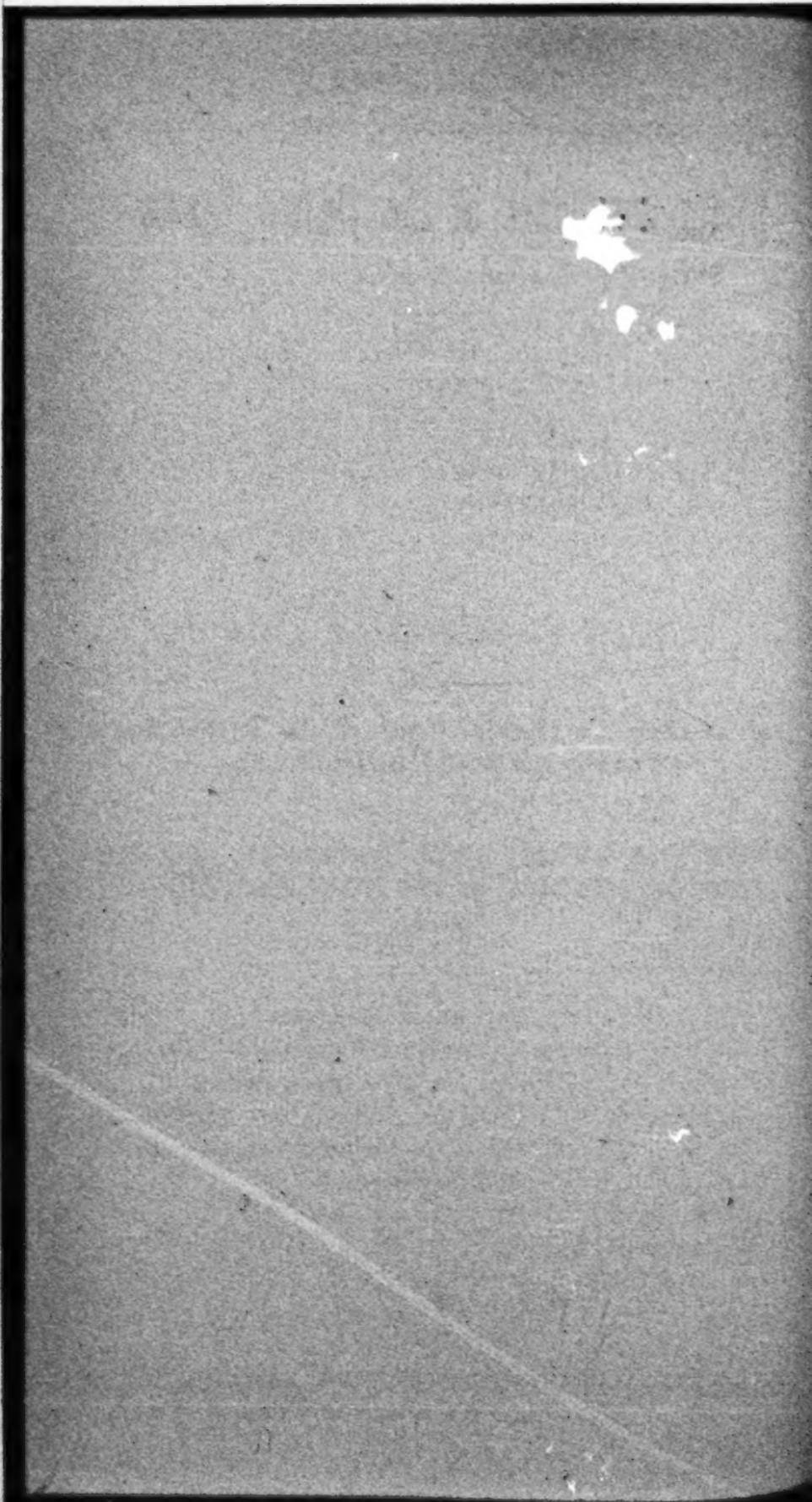
Appeal from the District Court of the United States
For the Northern District of Ohio.

BRIEF FOR APPELLANTS, NATIONAL ASSOCIA-
TION OF WINDOW GLASS MANUFACTURERS,
et al.

SQUIRE, SANDERS & DRUMPSHAY,
STETSON, JENNINGS, RUSSELL & DAVIS,
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National Association of Window
Glass Manufacturers, its officers
and members.

JOHN W. DAVIS,
MONTGOMERY B. ANGELL,
of Counsel.



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Supreme Court of the United States

October Term, 1923.

NATIONAL ASSOCIATION OF WINDOW GLASS
MANUFACTURERS, NATIONAL WINDOW
GLASS WORKERS, *et al.*,

Appellants,

No. 353

vs.

THE UNITED STATES OF AMERICA.

Appeal from the District Court of the United States
for the Northern District of Ohio.

BRIEF FOR APPELLANTS, NATIONAL ASSOCIA-
TION OF WINDOW GLASS MANUFACTURERS,
et al.

History of the Case.

This is a suit in equity brought by the United States against the National Association of Window Glass Manufacturers and the National Window Glass Workers, their officers and members, to declare in part a certain wage scale covering the year 1922-23 a contract in restraint of trade within Section 1 of the Act of Congress approved July 2, 1890, known as the Sherman Anti-Trust Act. The petition was filed and motion for a preliminary injunction made on January 5, 1923. The defendants having appeared and answered, it was agreed by all parties

to waive a preliminary hearing and to proceed at once to a final hearing on the merits. The case was set for trial on January 22, 1923, and after hearing testimony and argument thereon by counsel, the District Court on February 2, 1923, rendered an opinion (R. p. 29) sustaining the contentions of the Government. A final decree was entered on April 18, 1923, effective as of March 15, 1923, in which the wage scale in question, in so far as objection was taken thereto, was declared a contract in violation of Section 1 of the Sherman Anti-Trust Act, and the defendants, their officers, agents, members and employees were perpetually enjoined from carrying out the provisions thereof, or from entering into or carrying out any other contract or agreement of like character or purpose.

The case is now before this Court on a direct appeal by the appellants herein, defendants below, pursuant to the provisions of Section 2 of the Act of February 11, 1903, as amended by the Act of June 25, 1910, known as the Expediting Act.

Nature of the Controversy.

Each year for a number of years it has been the practice of the National Association of Window Glass Manufacturers and the National Window Glass Workers to elect Wage Committees, representing, respectively, the two associations, who meet to agree upon a wage scale covering the hand-blown window glass industry for the ensuing year. On or about September 16, 1922, the members of the Manufacturers' Wage Committee and the members of the Workers' Wage Committee met and adopted a Wage Scale, which among other things provided:

"This wage agreement shall be in effect from September 25, 1922, to January 27, 1923, during

which period the scale shall be in full force for sixteen (16) weeks, or ninety-six (96) working days; and from January 29, 1923, to June 11, 1923, during which time the scale shall be in full force for eighteen (18) weeks or one hundred and eight (108) working days."

Pursuant to this provision of the wage scale, the defendant labor union granted a scale to approximately one-half of the plants engaged in making hand-blown window glass, effective from September 25, 1922, to January 27, 1923, which constituted the so-called "first period," and contemplated granting to such of the hand-blown plants as were not given a wage scale to operate during the first period a scale to operate from January 29, 1923, to June 11, 1923, constituting the so-called "second period."

In its bill the Government charges that the said wage scale "in so far as it limits and prescribes the periods of time during which defendant corporations may or shall operate their factories" (1) has resulted in a substantial curtailment of production in hand-blown window glass; (2) has suppressed competition as to the quantity of such glass produced and (3) has restrained and is restraining interstate trade in hand-blown window glass between the manufacturers thereof. The bill does not allege, nor did the Government attempt to prove, that prices have been unduly enhanced.

The two separate answers filed by the defendants specifically deny the material allegations of the bill, and affirmatively allege that the wage scale in question, instead of curtailing the production of hand-blown window glass, permits and will in fact result in the manufacture of more glass and glass of a better quality than had such scale not been entered into.

Statement of the Facts.

I.

The manufacture of window glass by the hand-blowing process is a dying industry (R. pp. 134, 160, 167-8). The machine is gradually supplanting the skilled workman and it is only a question of time before the ancient and honorable calling of a glass-blower will practically cease to exist. While originally all window glass was blown by hand, the machine process has to-day so far encroached upon it that only about $33\frac{1}{3}\%$ of the entire production in this country is made by the old method (R. p. 174). Nevertheless, the hand-blown plants may still successfully compete with their stronger and younger rivals, as well as with each other, provided the available supply of skilled labor, now fast diminishing, can be used to its full advantage (R. p. 147, 150, 160, 163). Otherwise, the hand industry is gone beyond recovery and the consuming public must rely solely upon the machine plants, which all operate under exclusive patents. This, in a word, is the situation in the window glass industry to-day.

II.

Description of the Industry.

As the name indicates, hand-blown glass is produced by a highly skilled workman known as the "blower." Molten glass is taken up on the end of the "blow pipe," and the blower, by his own physical lung power applied through the hollow blow pipe, must create the heavy glass cylinder, which is ultimately split and flattened into sheets of glass. The blower is the unit of production in the industry (R. p. 183). No glass can be produced without his efforts. Helpers he must have and the necessary plant for preparing the molten glass, or the

"melt", as it is called, but the productive capacity of the industry rests primarily upon the physical prowess and skill of the blower. (See R, pp. 381, *et seq.*)

Originally the "melt" was prepared for blowing in large earthenware "pots" like old-fashioned copper kettles, which were about 42 inches across and about the same height (R. p. 86). These pots were separately arranged around a room and a fire placed under each. Subsequently, as the industry developed, a large rectangular "tank" took the place of the individual earthenware pots, but the capacity of these "tanks" was expressed in the number of "pots" which they contained (R. p. 86). Thus a factory is known as a 36 pot plant, a 42 pot plant, etc., although the melting receptacle is now the rectangular tank.

The entire tank is heated by one fire, so that no portion of the tank can be heated without heating the whole. The top is, of course, covered over to retain the heat, and the furnace is below, while around the sides there are apertures through which the molten glass is drawn. The "melt" is fed in at one end of the tank and flows continuously through as the glass is withdrawn (R. p. 86). The temperature of the tank must be around 2300° F. (R. p. 154), and once the fire is lit the tank cannot be allowed to cool off, as any substantial cooling ruins the molten glass (R. p. 86).

A "shop" or "pot" is the unit of work. A "shop" consists of a gatherer and a blower (R. p. 85). The gatherer, as the term denotes, gathers the molten glass on the end of the blowpipe, and after "the ball" has reached the right stage, passes it over to the blower for blowing. There are as many "shops" around a tank as the pot capacity of the tank. Thus a tank of 36 pots capacity requires 36 blowers and 36 gatherers (R. p. 86). In addition to the gatherers and blowers there are two other classes of skilled workmen, namely, the flatteners and the cutters. A flattener flattens for four blowers

and a cutter cuts for three blowers (R. p. 44). In order to have a full complement of skilled workers a 36 pot tank requires 36 blowers, 36 gatherers, 9 flatteners and 12 cutters.

The blowpipes are about five feet in length and weigh from thirteen to seventeen pounds, in accordance with the thickness of the desired sizes. With the molten glass on the pipe head the total weight amounts to between thirty and thirty-five pounds, and for the thicker sizes to as much as forty-five to fifty pounds. (R. p. 382.) An average blower will blow some nine cylinders per hour. It thus requires a man of fine physique to be a blower, particularly as the blower works in an average temperature of 105 to 110° F. (R. p. 177) and for the several seconds when he is heating the ball, the temperature is around 130° F. (R. p. 177). These figures are considerably higher in the hot weather.

In view of the high temperature in proximity to the furnaces, and the physical effort required in blowing glass, the workers will not work during the months of June, July, August and September, except under very rare circumstances. (R. pp. 90, 92, 117, 123, 158.) Moreover, it places too much of a strain upon human endurance for a blower to attempt to work more than seven or eight months consecutively. He cannot stand the pace. For years, therefore, the working year has customarily begun by agreement in late September and ended by agreement early in June (R. pp. 117, 123).

As is evident from a consideration of the above facts, the window glass trade is a highly skilled trade. It requires a full year to qualify as a competent cutter and an equal period of time as a competent gatherer, while few blowers can successfully blow glass without a two to three-year apprenticeship, and before a blower can become such he must have qualified as a gatherer. (R. p. 162.) The men working in these hand plants are thus skilled artisans rather than common laborers.

All work is done on the piece basis. (E. pp. 114, 118.) Each man is paid in accordance with the number of boxes of glass which he assists in producing. An average blower per week will produce about one hundred 50 foot boxes of glass. (R. p. 183.) At the present scale of wages this means a weekly return of about \$60 under present conditions. (R. p. 114.) The gatherer receives 80% of the blower's wages, and the flattener 27% of the blower's wages, while the cutters are paid a flat price per hundred foot box. (R. pp. 114, 172, 198.) The actual weekly wage of the various "crews" depends directly upon the initiative and skill of the individual workers.

III.

The Machine Plants.

The machine process first appeared about 1903. At the present time there are two processes of making glass by machine: (1) The American Window Glass Process (used also by its licensees), whereby a cylinder upwards of thirty feet long is drawn by a mechanical device, and (2) the so-called Libby-Owens method, whereby the molten glass is drawn over rollers in sheets. Both these processes are protected by patents. The machine-made product competes directly with the hand-blown glass, on equal terms. (R. p. 144.) The machine plants, particularly the American Window Glass Company, dominate the field, however, in view of their stronger financial position and cheaper operating costs (R. pp. 153, 160, 161). It is conceded that the price of window glass is absolutely fixed and controlled by the machine companies (R. pp. 153, 161). The hand-blown plants simply follow along as best they can. (R. p. 160.) The workers in the hand plants are in no way affiliated with the workers in the machine union (R. p. 187). Under the machine process

flatteners and cutters are required, but there is no place for the blower or gatherer. A number of the members of the defendant labor organization have gone over to machines, and it is undoubtedly due largely to the development of the machines that membership in the defendant labor union has decreased within the last several years (R. p. 167). The blower and gatherer, however, are entirely dependent upon the continued existence of the hand-blown plants, and in the event that the hand-blown industry should cease to exist they will be thrown out of the only skilled trade they know (R. p. 187).

IV.

The Labor Supply.

As the productivity of a given hand plant depends directly upon the personal efforts of the blower, the number of blowers available are as much a limitation upon the production of a particular plant as the pottage capacity of that plant or the supply of fuel, raw materials, etc. Irrespective of the tank capacity, no more finished glass can be produced than there are skilled workmen to man the tank. In former years there were substantially as many blowers available as the pottage capacity of the several manufacturing plants required. In recent years, however, there has been a marked and progressive falling off in the number of skilled workmen, one witness putting it at as much as 50% within the last five years (R. p. 94), so that at the present time there are actually less than half enough blowers to man fully the hand plants now desiring to operate (R. pp. 88, 90, 119, 147). For example, at the beginning of the 1922-23 fire, hand plants with a pottage capacity of 1920 pots signified their intention of operating during the ensuing year, while the records of the National Window Glass Workers show that there were then available only 909 blowers, 912 gatherers, 219 flatteners and 297 cutters, a total of 2,337 workmen (R. p. 119). The pottage capacity of the 65 plants now

in the industry would require 5,758 men to run fully manned (R. p. 119). These figures embody the central and controlling fact in this case.

Since the year 1913, the total number of workmen of all four classes engaged in the industry, as evidenced by the membership cards issued by the union, is as follows (R. p. 117) :

YEAR.	NO. OF MEN.	YEAR.	NO. OF MEN.
1914-15	3,779	1919	3,859
1915-16	4,116	1920-21	3,777
1916-17	4,598	1921-22	3,209
1917-18	4,192	1922-23	2,337

Full membership in the union is granted only after a certain period of apprenticeship (R. p. 183), but apprentices are allowed to work and to enjoy all the privileges of union membership, except the right to vote, as soon as they show themselves capable of filling their jobs. (R. pp. 183-4.) During the past fifteen years approximately 3,500 apprenticeship applications have been acted on favorably, but of this number only about 1,000 to 1,200 actually learned the trade and became members. (R. pp. 174-5.) Concerted efforts have been made by the union to encourage apprenticeships, and to bring men back into the trade, notably by personal solicitation and correspondence with those carried on the union's lists (R. pp. 119, 183), but in spite of all these efforts, the men are drifting into other trades, and it is becoming increasingly difficult to persuade the younger men to take out apprenticeship papers.

Different reasons are assigned for this falling off in the number of skilled workmen available. Certain witnesses testified that in their opinion it was caused by the two-period system of operation (R. p. 124), while others, among them the officers of the Labor Union, stated with better reason that the marked decrease in

the number of men working in the trade was due to the increased pressure and severity of the work following the advent of machine competition, which necessitated harder and longer hours, the prospect of lower wages as the result of cheaper machine made glass, the probability that the hand industry must sooner or later disappear entirely, and the discouragement incident to an actual 28% reduction in wages in 1921 following a nine months' period of unemployment when the demand was so poor that the hand plants shut down entirely. (R. pp. 91, 167, 171, 175.) It should be noted in this connection that the window glass industry is purely a subsidiary industry in the sense that the market for glass depends entirely upon the activity of the building industry. About 90% of the glass made goes into new buildings in the process of erection, while only about 10% is used for replacements (R. p. 151). Hence any cessation in building is reflected immediately in a light demand.

V.

The Fuel Situation.

The fuel used in heating the hand plant furnaces is almost entirely natural gas, although one or two plants are run by producer gas. The industry in this country has been dependent for many years upon the natural gas fields, and particularly in recent years has felt the shortage in gas (R. pp. 115, 149, 151, 168). There are laws in several states requiring that in case of shortage the domestic consumer shall be preferred (R. pp. 115, 149, 168.) This often occurs in the winter months (R. p. 168). Sudden shutdowns for lack of gas have happened time and again in years past (R. pp. 151, 168), and at the present time there is not enough natural gas in a number of communities to supply the needs of all the hand plants located there at the same time (R. pp. 148, 151, 164, 168, 179).

VI.

Location of the Hand Plants.

Originally the hand plants were located entirely within the states of New York, New Jersey and Pennsylvania (R. p. 91). Subsequently, as natural gas was discovered in West Virginia and Indiana, the industry moved westward, so that in 1905, of the 156 plants then in existence, there were nine in New York, eight in New Jersey, forty-five in Pennsylvania, twelve in West Virginia, ten in Ohio, sixty in Indiana, seven in Kansas, three in Illinois, and one each in California and Delaware (R. p. 179). At the present time there are no longer any plants in New York or New Jersey. There are a few in Ohio, a few in Indiana and Illinois, a considerable number in West Virginia and in Pennsylvania, in and about Pittsburgh, while quite a number have sprung up in the southwest in the states of Kansas, Oklahoma, Arkansas and Texas. There is one plant in Wyoming and three or four on the Pacific Coast. Of the ninety-five towns in which window glass plants were located in 1905, only twelve have plants that are now operating. There were sixty plants in thirty towns in Indiana in 1905. At the present time there are only two plants in Indiana, both in the same town (R. p. 179).

Thus the history of the hand-blown window glass industry in this country is one of continuous movement back and forth, a movement which has been influenced largely by the search for cheaper gas (R. p. 107). Hand units are comparatively inexpensive to equip and construct. The total investment, as disclosed by the record, varies from \$95,000 to \$300,000 (R. pp. 123, 133, 146). When the fuel supply failed or cheaper gas was discovered, the unit was dismantled and the plant moved to another location (R. p. 107).

This migratory nature of the hand-blown industry has resulted in similar migratory habits on the part of the workers. Originally, when the industry was located

principally in New York, New Jersey and Pennsylvania, the workers made their homes in these states nearby the plants. As the industry moved westward in search of cheaper gas, the workers retained their old homes and continued to rear their families there, simply betaking themselves to the new plants as they were opened in other communities at the commencement of the fire and returning home after the fire was completed (R. pp. 166-7). Even to this day a large number of glass workers make their homes in New York and New Jersey, although no plants have been located in either of these states for over a decade (R. pp. 166-7). The workers are and always have been travellers. It is inherent in their occupation (R. pp. 96, 98, 157, 166, 167, 175).

VII.

The Labor Union.

The National Window Glass Workers is an unincorporated association with a constitution and by-laws (R. p. 325). Its membership includes all the skillful workers available in the hand-blown glass industry (R. pp. 95, 106, 137). There is no non-union labor in the industry. The union is highly organized, with a president, secretary, treasurer and Executive Board. The Executive Board is comprised of eight members, two from each of the trades, *i. e.*, two blowers, two gatherers, two cutters and two flatteners (R. p. 41). Its duties are generally to carry out the purposes of the union and to enforce its rules. The Executive Board meets monthly and the president of the union presides at all meetings. In addition to the Executive Board the constitution provides for a Workers' Wage Committee. The Wage Committee likewise consists of eight members, two from each trade, and is charged by the constitution with the duty of formulating and negotiating a wage scale for the members of the association and of enforcing such scale (R. p.

337). Only in the event that the Wage Committee is unable to effect a settlement may the Executive Board of the union be called in for a joint conference to outline a future policy. The president of the association presides at all meetings of the Wage Committee.

VIII.

The Wage Scale.

The window glass industry has always operated under some kind of a wage scale (R. p. 108). These scales have invariably carried with them a time limit upon the period of operation (R. p. 108, 109). Like all other wage scales they lay down the terms and conditions of employment and the rate of wages at which the members of the union agree to work. They specify in great particularity the basis of pay, limit the number of "rollers" which shall be made per hour, prescribe the number of shifts per day and fix the number of hours of labor per week. They include certain general rules, such as the number of days' notice required before discharge or quitting work, the supplies which the manufacturer must furnish, etc. When accepted by the individual manufacturer, and not before, they take on the status of a contract, not to be varied by either party.

Prior to January, 1918, the wage scale provided for a one-period operation, that is, the union, upon a given date, would undertake to supply labor to any manufacturer who accepted the wage scale, and after the expiration of the period fixed in the wage scale the workmen were withdrawn. There is nothing new in placing a time restriction upon the number of months during which the workmen will work. The custom is as old in fact as the industry itself. The only modification in recent years is that now the factories operate under a so-called two-period system, while before all operated, or endeavored with varying success to operate, at one and the same time.

The two-period system of operation first went into effect in January, 1918, as a result of a natural division of the hand-blown plants into two groups caused by the circumstances which confronted the industry in that year. In the fall of 1917 the wage committees of the manufacturers and the workers met as usual and adopted a wage scale calling for a one-period operation beginning December 7, 1917 (R. p. 169). It will be recalled that the winter of 1917-18 was a particularly severe winter (R. p. 154). The European war was on and labor was being conscripted into the army under the draft acts. Thus shortly after the commencement of operations on December 7, 1917, many factories found themselves confronted by an unusual shortage of labor and a very embarrassing lack of fuel (R. pp. 18, 154, 169).

Early in January, 1918, the United States Government, in order to conserve fuel gas, issued orders restricting the output of manufacturers engaged in making hand-blown window glass to 50% of the amount of glass which the respective factories had produced in 1916 or 1917, whichever was the largest (R. pp. 154, 169, 170). In view of this reduction in production it was evident to all that each factory would have ample opportunity to fill its quota. Consequently, those factories which were confronted with a shortage of labor and lack of fuel were closed down (R. p. 171), thus increasing the available supply of men and fuel for their more fortunately situated brethren (R. p. 170). These latter factories, to which subsequently the name of first group factories became attached, shut down upon completing their quota, and the remaining factories then opened up operations and completed their quota, the men moving from one group to the other. It was under these conditions that a supplemental wage scale was negotiated early in 1918 between the manufacturers and the Labor Union, pursuant to which labor was withdrawn from the first group on March 16, 1918, and turned over to the second group.

on March 23, 1918, and remained available for the second group until the end of the second period scale on June 29, 1918 (R. p. 18). So far as possible, plants in the same community were put in different periods, thus insuring a minimum of travel for the men (R. pp. 176, 178).

This method of operation, it was found, gave to the workmen more work and continuous work (R. p. 90, 172, 183), while production both per man and per plant increased substantially (R. pp. 118, 148, 151-2, 153, 157, 163, 183). It is true that each plant was limited to a certain quota, and after reaching that quota, operations were discontinued, generally several weeks before the period expired. (R. p. 135). The plants, therefore, whether in the first or second period, did not operate continuously throughout the full period. But while they were working they were fully manned, with ample gas, and the production per pot increased astonishingly (R. pp. 151-2). It is not surprising, therefore, that in subsequent years the Labor Union insisted on the continuation of this method (R. pp. 170-172). It meant more work for the individual workman and more continuous work (R. pp. 90, 172), while an increased production meant a greater weekly wage, as all work was on a piece basis.

The two-period system was advantageous moreover, not only from the standpoint of the worker, but equally from the standpoint of the manufacturers and the consuming public, for, in insuring a maximum supply of labor, it greatly reduced the overhead costs of operating, it increased the efficiency of the plants and resulted in substantially greater production.

IX.

Results of the Two Period System,

The following excerpts from the testimony of H. L. Evarts, Secretary and Treasurer of the Utica Glass Company, are illustrative and typical of the attitude of the manufacturers relative to the two-period system of operation. Mr. Evarts testified in part as follows (R. p. 147-148):

"I approve of the two-period plan of operation. In my opinion, it is the only plan under present conditions that permits us to operate, because of the shortage of labor, primarily. From all information we can gather, there is less than fifty per cent. enough men in the country to properly man the plants, and if everyone tried to operate at one time, it is only natural to say that we would be fifty per cent., at least, undermanned. The effect of running a factory fifty per cent. undermanned is that your expense would be prohibitive. You have a heavy fuel cost that goes on just the same whether you are fifty per cent. manned or a hundred per cent. manned, or twenty-five per cent. manned. You also have your other overhead expenses, such as insurance, taxes, depreciation and so forth, which are just the same whether you make a production or not. Your total cost on those particular items would be the same under the one or two-period plan, the insurance, taxes, depreciation and so forth. The fuel cost under the one-period plan is out of proportion to the labor cost. At our plant we will burn from a million to a million and a quarter feet of gas per day, and we would burn just the same.

• • • • • • • •

Q. You prefer the two-period plan to the single period?

A. I certainly do under present conditions, as long as labor shortage is a fact in the country.

• • • • • • • •

Judging from my experience, the effect on labor efficiency in a return to the single period and this semi-manning that I described, would be that the efficiency would drop off considerably. We had an experience similar to that, only not so aggravated, in past years, and the men won't work efficiently and at a reasonable price, I would say, if they know they can go over in another town and hear that they can go over there and somebody will pay them more money. It increases the travel amongst glass workers. In our own case, I would say, the production would drop off twenty per cent. or more per man, or per factory, either way you want to put it, it would mean the same thing.

• • • • •

Q. What, in your judgment, would be the effect on the financial condition of the hand-blown plants in general of a return to a one-period system?

A. It would mean the ruination to them, I think, at the present time, under present conditions.

Q. So long as the shortage of labor continues?

A. So long as the shortage of labor continues. That is what I mean by present conditions and time."

It is undisputed that a hand plant cannot successfully operate with a 50% labor shortage. The fixed charges, such as insurance, taxes, depreciation and particularly fuel, become well-nigh prohibitive and eat up all profit (R. pp. 143, 163, 164). The heaviest item of operation is the fuel, and in view of the one-fire tank, the fuel cost is the same whether the plant is 50% manned or 100% manned or 25% manned (R. pp. 147, 163). One witness testified that when operating 75% manned it required 2,800 cu. ft. of gas per 50 ft. box of glass, while when 100% manned it required 1,900 cu. ft. only, a saving of some 900 cu. ft. of gas per box, or about 33 1/3% (R. pp. 153-4). With a

fuel bill of about \$15,000 a year, this would save \$5,000 in fuel alone (R. p. 154). About 18% of the manufacturing costs is fuel cost (R. p. 154). If the industry is forced to return to the one-period basis, with its severe labor shortage and consequent inefficiency in operation, in the words of one witness, the industry "is dead, it is not dying" (R. p. 168).

The evidence of record is equally conclusive that in view of the rapidly decreasing supply of labor, production has not been diminished but, if anything, substantially increased as a result of the two-period plan. Thomas Reynolds, Secretary of the Workers Union, introduced certain production statistics (R. p. 117), which when reduced to a table are as follows:

Year	Weeks Operated	Union Membership	Number 50-foot Boxes Produced
1914-15	23½ wks.	3,779	2,866,134
1915-16	28 "	4,116	3,725,462
1916-17	28 "	4,598	3,996,084
1917-18*	32 "	4,192	2,462,902
1919	28 "	3,859	2,501,067½
1920-21	38 "	3,777	3,753,819
1921-22	28 "	3,209	2,679,702½
1922-23	34 "	2,337	(unavailable)

* The two-period system began with the 1917-18 fire. In the following year the demand for glass was so poor that none of the factories began operations until after January 1, 1919.

In 1918, when the Government imposed a restriction upon the output of factories to 50% of that which had been produced the year before, the Government accepted 2,526 50-ft. boxes of glass per pot as the normal output of a hand-glass plant (R. p. 171). This was under the single period of operation with the plants operating twenty-eight weeks. In 1921-1922, likewise a twenty-eight week year, there were 1,050 pots in operation (R. p. 183). Assuming that these pots were fully manned, this number of pots, upon

the basis of 2,526 boxes per pot, should produce 2,652,300 50-ft. boxes of glass. Mr. Reynolds' testimony showed that there were in fact produced in 1921-1922 an actual total of 2,679,702½ 50-ft. boxes of glass. Thus, in the latter year, under a two-period system of operation, the total amount of glass produced was greater per pot than the normal pre-war production.

Or, taking another basis of computation, the total production of 2,679,702½ 50-ft. boxes produced in 1921-1922, divided by the number of pots operated in that year, namely, 1,050, gives an average pot production of 2,552 50-ft. boxes of glass, as against 2,526 boxes of glass, the normal pre-war production.

These production statistics are substantiated by the testimony of George Schlossstein, President of the Dunkirk Window Glass Company, who testified as to production in his own factory. These statistics, when reduced to tabulated form, are as follows (R. p. 151-2):

Year	Pots Per Week Manufactured	Number of Blowers Engaged
1915-16 (three shifts).....	35½ pots	39 blowers
1916-17 " "	35 " "	" "
1917-18* " "	42.8 "	" "
1919 (four shifts).....	42½ "	" "
1919-20 " "	43.3 "	" "

* The two-period system began with the 1917-18 fire.

Mr. Schlossstein has a thirty-nine pot plant, and thus requires thirty-nine blowers. From these figures it appears conclusively that after the inauguration of the two-period system of operation, substantially more glass was produced per blower than under the old one-period plan, although Mr. Schlossstein always had a full complement of blowers.

Moreover, the record is replete with uncontradicted testimony given by both manufacturers and workers alike, who under the circumstances must be considered as expert witnesses, that as much and more glass is produced, either per pot or per plant, under the two-

period system as under the one-period system. (R. pp. 118, 148, 153, 157, 163, 183.)

One of these witnesses, W. E. Smith, Manager of the Clarksburg Glass Company, testified as follows (R. p. 163):

"The two-period operation produces more glass than the one-period. When I say that I speak from my own experience. We have made as high as four thousand boxes in the two-period plan per week. We have run as low as thirty-two hundred boxes a week with one-period. The four thousand boxes per week for the two-period is the maximum. Thirty-nine hundred and fifty would be the average. That is because the plant is fully manned and by having the spare men I don't lose any working time. I am getting all there is in it. With the two-period, now we are full up, and with the other period we would be running fifty percent short. It comes back to the same thing I explained a while ago, when you get your man power short, your overhead eats up your profit and becomes destructive of the industry."

The Government did not attempt to dispute the testimony showing comparative production; nor could it very well have done so, in view of the fact that production depends directly upon the available number of blowers. It is obvious that a given number of men will produce no more in a given period of time when they are engaged continuously in working for the same manufacturers than they will when they work half the year for one group and half the year for another group. Inasmuch as the record shows that more glass is produced per pot where a factory is fully manned than where it is under-manned, if any inference is to be drawn from operating in two periods, it is that under such a method of operation more glass is produced per operating year than under the method in effect prior to the war.

From the standpoint of the workers their first experience with the two-period system in 1918 proved so beneficial that the union officers insisted on its continuation, inasmuch as it meant more work for the men, and, on account of the greater efficiency in production and the piece work basis, more money in their pockets. They also knew that a return to the one-period basis would bring demoralization to the industry, which would spell ruin to the trade which the workers followed.

J. M. Neenan, President of the National Window Glass Workers until December, 1921, testified that when it came to a wage scale for 1919, the year after the two-period system of operation began (R. p. 170)

"the result of the plan * * * proved to be so satisfactory that we had very little difficulty in convincing the manufacturers * * * that that would be a good practical way to run the plants"

And further, (R. p. 172).

"we proposed it [i.e., the two-period plan] to the manufacturers in 1919 in order to get the plants in operation and get our men employed. We stated plainly to the manufacturers that we did not intend to enter into the wage agreement unless it would be in a way that all of our members could find employment. * * * I think that it is better for the men that they should divide it into two periods because there are more pots than there are men, and as a result of dividing it into two periods the men get more work within a year than they would otherwise."

This is confirmed by the testimony of Thomas Reynolds, secretary of the Workers Association, who stated (R. p. 90):

"Our records show that when the plants operated one period, as we call it, that they never operated any longer than twenty-eight weeks and as low as twenty-two weeks, while in the two-period plan we have operated as high as thirty-eight weeks and this year we will now get thirty-four weeks."

On November 1, 1919, a referendum was taken upon the two-period plan by the workers, and the vote resulted in 1,180 for and 614 against (R. p. 89). Again

on November 20, 1919, a similar referendum was had, resulting in a vote of 1,421 for and 367 against, while again on December 4, 1920, a year later, a third referendum resulted in a vote of 1,332 for and 505 against (R. pp. 89, 90). More recently, however, in April, 1922, a resolution known as the Premier resolution, which urged the workers' Wage Committee to "use their best efforts to secure the one-period, three shift system at their next wage conference," was submitted to a referendum of the workers, with a resulting vote of 1,029 for and 528 against. It should be noted that this resolution asked a three shift instead of four shift system (which was obtained) and this, not the two-period provision, may have been what influenced the vote. In any event, as the court below said and as counsel for the Government conceded (R. p. 101), the attitude at the moment of the members of the union toward the two-period system is quite irrelevant to the question of its legality or illegality. The workers had vested their Wage Committee with full authority to decide the matter and it is their decision alone that is now in question.

In response to a question as to why he did not attempt to effect a return to the one-period basis in negotiating the 1922-23 wage scale, J. M. Siemer, who succeeded Mr. Neenan as President of the Labor Union, testified as follows (R. p. 180):

"I did not, as President of the organization, *** attempt to effect a return to the one-period plan because I believed it was an economic absurdity to attempt to operate the number of available plants with the amount of labor available. If the attempt had been made to execute such a plan and put it into effect, I believe that while in all probability most of the plants would have gone into operation under the scale, the result would have been that none of them would have been efficiently manned and there would have been a competition for the services of our members which would have become so intense that the great majority of them would have had to have given up the struggle in a very short time, be-

cause of their inability to get sufficient production to meet the necessarily fixed cost of operation."

George H. Rozelle, a member of the Workers' Wage Committee and one of those who participated in the negotiations giving rise to the wage scale under attack, stated when asked a similar question (R. p. 187):

"Well, because we knew we couldn't man the plants if all of them started at the same time. Of course economic conditions had been injected into the business by the advent of the machine, and we believed that the one-period system, if all factories would start at once, with the men we have available, it would be demoralizing to the industry. In my opinion this is what would happen: the factory would start in fully manned, or probably not half-manned, some of them, and they would go into their factories dissatisfied not getting production, and they would start to pay bonuses and guarantees, and about the time they saw they were losing money on that proposition, probably the fellow that did not have the money to put in the machine would quit the business, and the man that had an up-to-date plant, with probably 250 or 300 thousand invested, would quit before he went broke and put in the machine, and thereby we would lose a trade that we have practically spent the best years of our lives learning. That was my sole reason."

In a letter dated September 12, 1922, to C. P. Zenor, President of the Model Window Glass Company (R. p. 129), Mr. Siemer wrote:

"The object in issuing scales for two periods is to give our members an equal opportunity for employment and at the same time provide an equal distribution of the labor supply to those who employ our members."

Again, Mr. Siemer stated in his letter to Mr. Zenor of June 29, 1922 (R. p. 138):

"I believe it is going to be necessary for us to adhere to the two-period idea in order to give our members an ample and equitable opportunity of employment at their trades."

In the same letter (R. p. 138) Mr. Siemer suggested that Mr. Zenor prepare his new plant for operation early in the fall

"so that, in case we find it necessary in order to protect our interests as workers to divide the operating season into periods, you will be in a position to give employment to our members and also be able to produce glass to supply your customers".

In response to a question on cross-examination whether, if there were not enough factories in the second period to employ all the workmen, there would be any objection to arrangements whereby such workmen could work for other plants, Mr. Reynolds, Secretary of the labor union, replied (R. p. 91):

"We would put another plant in operation to take care of those men.

Q. Your intent being to absorb your labor?
A. Yes, sir."

X

The Government's Case.

In its bill of complaint the Government attacks the wage scale in question on the ground that it has resulted (1) in substantially curtailing production; (2) in suppressing competition as to quantity and (3) in restraining interstate trade in hand-blown window glass. So far as its proof is concerned, the Government offered nothing whatever to sustain (1) and (2), contenting itself solely with the introduction of the wage scale and the list of factories showing their division into two groups. Its other testimony was confined mainly to the following:

(1) Correspondence between certain manufacturers, about a dozen in number, and the president of the defendant labor union, in which the manufacturers expressed objection to the two-period feature of the 1922-23 wage scale, and, in the case of those who were operating in the first period, voiced a desire for a scale to permit them to continue to operate during the second period, requests which were refused. This attitude on the part of these manufacturers was confirmed by the oral testimony of certain of their number.

(2) Certain resolutions passed by some five or six of the workers' locals, notably among them the Premier resolution, which resolutions, among other things, advocated the return to a one-period system of operation. The attitude of the men as disclosed by these resolutions was confirmed by certain correspondence and by oral testimony. It should be noted that in connection with this evidence, however, counsel for the Government conceded that it did not affect the question of legality one way or the other (R. p. 101), but that it was introduced simply, as counsel said, "for color" (R. p. 101).

The Government introduced no evidence whatsoever to show that the two-period feature in fact restricted production or enhanced prices. True, some of the first period manufacturers who testified in its behalf stated that they had certain unfilled orders on hand when they shut down at the end of the first period, but that is a situation which might normally occur at the close of any period of operation. In making its case, the Government relied solely upon the fact that the hand plants cannot operate without a scale, and that a scale was offered by the union to one group in the fall and to another group in the spring, and that no one was granted a scale to operate the same plant during both periods. As for any combination or conspiracy between the manufacturers and the labor union, the Government contented itself simply with showing that the Manufacturers' Wage Committee joined with the

Workers' Wage Committee in signing the Wage Scale which included the clause complained of. This, and evidence that the output of the hand plants is sold in interstate commerce, constitutes the Government's entire case.

The Assignment of Errors.

The appellants' assignments of error are set forth on page 410 of the record. The first, second, third, ninth and tenth assignments are general in their scope, and are directed against the action of the court below in granting the decree as prayed for, on the ground that the decree is not supported by the evidence and is erroneous in law. The fourth and fifth assignments of error are also somewhat general in character. They assign as error the action of the court below in decreeing that the 1922-23 wage scale, in so far as the Government objects thereto, constitutes a contract in restraint of interstate commerce in hand-blown window glass in violation of Section 1 of the Sherman Act, and in enjoining the defendants from carrying out such contract or any contract of like character and purpose.

The sixth, seventh and eighth assignments of error are specific.

The sixth assignment sets forth that the court erred in decreeing that the 1922-23 wage scale was a contract affecting interstate commerce.

The seventh assignment alleges that the court erred in decreeing that the 1922-23 wage scale is an illegal contract and should be enjoined, "for the reason that the same is not an illegal contract and is made immune from injunction by the express provisions of the Act of Congress of October 15, 1914, C. 323, Sections 6 and 20, 38 Stat. 731, commonly known as the Clayton Act."

The eighth assignment sets forth that the court erred in decreeing that the 1922-23 wage scale is a contract "which imposes an unlawful restraint of trade,

for the reason that upon the record and proofs, if said contract imposes any restraint whatever, it is a reasonable restraint within the contemplation of the law."

ARGUMENT.

I.

The Wage Scale Agreement deals solely with manufacture, not with interstate commerce. Its effects upon commerce, if any, are purely indirect and incidental.

The agreement which the Government brands as an illegal restraint is primarily an agreement involving employer and employee and one which relates exclusively to the distribution of the labor supply. The leaders of the labor union, in negotiating the 1922-23 scale, inserted the two-period feature clause, together with the provisions covering wages and hours of labor, for the protection and in the interests of the workmen. Certain of the manufacturers disliked the conditions upon which labor agreed to work. The Government came to their assistance. But although the bill was filed by the United States, the issue raised nevertheless relates directly to an arrangement concerning the labor supply and the terms and conditions upon which labor will work. Such arrangements, directly relating as they do to the processes of manufacture, are not commerce but precede it. In every manufacturing process the cycle is this: first, the labor arrangement; second, the acquisition of the raw material; third, the manufacture thereof into the finished product; after and apart from this comes the sale and distribution of the product in the currents of commerce.

That manufacture is not commerce has been settled ever since the decisions in *United States v. E. C. Knight*,

156 U. S. 1, and *Anderson v. U. S.*, 171 U. S. 604. Commerce succeeds to manufacture but is not a part of it, and unless the contract or combination directly relates to or affects interstate commerce, as such, and not simply the preliminary process of manufacture, the contract or combination is beyond the power of the Federal courts. As Chief Justice Fuller expressed it in the *E. C. Knight* case (p. 12) :

“Doubtless the power to control the manufacture of a given thing involves in a certain sense the control of its disposition, but this is a secondary and not the primary sense; and although the exercise of that power may result in bringing the operation of commerce into play, it does not control it, and affects it only incidentally and indirectly.”

and again (p. 13, 16) :

“The fact that an article is manufactured for export to another state does not of itself make it an article of interstate commerce, and the intent of the manufacturer does not determine the time when the article or product passes from the control of the state and belongs to commerce.

* * * * *

Slight reflection will show that if the national power extends to all contracts and combinations in manufacture, agriculture, mining, and other productive industries, whose ultimate result may affect external commerce, comparatively little of business operations and affairs would be left for state control.”

In *Anderson v. U. S., supra*, 615, Mr. Justice Peckham said in part:

“Where the subject matter of the agreement does not directly relate to and act upon and embrace interstate commerce, and where the undisputed facts clearly show that the purpose of the

agreement was not to regulate, obstruct or restrain that commerce, but that it was entered into with the object of properly and fairly regulating the transaction of the business in which the parties to the agreement were engaged, such agreement will be upheld as not within the statute, where it can be seen that the character and terms of the agreement are well calculated to attain the purpose for which it was formed, and where the effect of its formation and enforcement upon interstate trade or commerce is in any event but indirect and incidental, and not its purpose or object."

This statement of the law has been approved and confirmed in a long line of cases. *United Mine Workers v. Coronado Coal Co.*, 259 U. S. 344; *Hammer v. Dagenhardt*, 247 U. S. 251; *D. L. & W. R. R. Co. v. Yurkonis*, 238 U. S. 439; *Crescent Cotton Oil Co. v. Mississippi*, 257 U. S. 129; *Gable v. Vonnegut Machinery Co.*, 274 Fed. 66; *Oliver Mining Co. v. Lord* (May 7, 1923) 67 L. Ed. 573; *Heisler v. Thomas Colliery Co.* (Nov. 27, 1922) 67 L. Ed. 119; *Kidd v. Pearson*, 128 U. S. 1. As recently as the decision in the *Coronado* case the principle was reaffirmed. In that case this Court said in part:

"Coal mining is not interstate commerce and the power of Congress does not extend to its regulation as such ***. Obstruction to coal mining is not a direct obstruction to interstate commerce in coal although it of course may affect it by reducing the amount of coal to be carried in that commerce."

Where the subject matter of the contract or combination is sales of articles in interstate commerce, as in such cases as *Sanitary Manufacturing Co. v. U. S.*, 226 U. S. 20, *Straus v. American Publishing Company*, 231 U. S. 222, *Eastern States Lumber Association v. United States*, 234 U. S. 600, the *Addyston Pipe Line* case, 175 U. S. 211, and *Swift & Co. v. U. S.*, 196 U. S. 375, interstate commerce is directly affected, in fact, such was

the primary end in view; but where the subject matter of the agreement involves manufacture or mining, i. e., some process prior to the completion of the article and its shipment in interstate commerce, the contract does not involve interstate commerce and is so beyond the regulatory power of Congress.

If manufacture itself is not commerce it will hardly be pretended that wage agreements, notwithstanding their effect upon the current supply of labor, fall within that category. Indeed, the declaration of Section 6 of the Clayton Act that "the labor of a human being is not a commodity or article of commerce" means, if it means anything, that Congress deliberately designed to put labor contracts beyond the reach of the law. Every endeavor of a labor union by contract to bargain collectively with its employers as to the rates of wages, hours of labor and general working conditions, cuts off competition in bidding for available workmen, but it will not attract Federal regulation merely because the product which the laborer under the wage agreement engages to produce ultimately flows into the channels of interstate commerce. *Hammer v. Dagenhardt, supra*, *D. L. & W. R. R. Co. v. Yurkonis, supra*, *Crescent Cotton Oil Co. v. Miss., supra*. If interstate commerce is affected at all by such contracts, the effect is but indirect.

The learned judge who presided in the court below returns again and again in his opinion to the assertion that the wage agreement in question dealt with and directly related to the *distribution and sale* of glass in interstate commerce (R. pp. 35, 36, 37). With great respect, this is a clear misapprehension of the facts disclosed by the record. The wage agreement does not relate in any way to the distribution and sale of glass. By no stretch of the imagination can it be said that the agreement controls or seeks to control the fate of the manufacturer's product. So far as it is concerned, a

manufacturer may sell and distribute as and when he pleases, where he pleases, to whom he pleases, on what terms and at what price he pleases. He may sell and distribute his product as it is made, or he may store it and distribute it throughout the year. Seasonal operation has nothing to do with seasonal distribution, especially in the case of a commodity such as this, which is unaffected by the lapse of time.

The case is easily distinguishable from *Loewe v. Lawlor*, 208 U. S. 275, and *Duplex Printing Co. v. Deering*, 254 U. S. 443. Here there is no boycott of the manufacturers' products or their customers, no interference with the distribution or transportation, and no purpose to interfere with interstate commerce. In *Montague v. Lowry*, 193 U. S. 38, the plaintiff was prevented from obtaining supplies.

II.

The wage scale agreement is within those legitimate objects of labor unions which are exempted from the operation of the Sherman Act by the provisions of the Clayton Act.

Section 6 of the Clayton Act exempts from the operation of the Sherman Law the existence and operation of labor unions and the carrying out of their legitimate objects. The Section secures to a labor union the right of *existence* and *operation* free from interference, and confers immunity upon its members when lawfully engaged in carrying out their *legitimate* objects.

Obviously, the primary and basic object of every labor union is to bargain collectively on behalf of its members concerning wages, hours and seasons of labor, and terms of employment. The members of such unions may lawfully agree to work a limited number of hours

per day, days per week, weeks per month and months per year. They may also choose their employers, and if they so desire they may work in the fall for A, in the spring for B and in the summer for C. For example, waiters who are engaged in the winter at hotels in the South and in the summer at hotels in New England, may collectively agree that they will work for A, B and C in Florida during the months of December, January, February and March, and work for D, E and F in Maine during the months of June, July, August and September. The fact that the hotel keeper in Florida desires to keep open through April and May or that the Maine proprietor desires a six months' labor supply rather than a four months' supply, does not render such a wage agreement illegal, even though the union commands the entire labor supply.

The wage agreements of a labor union may even go to the extent, as in fact most of them do, of fixing the output per member which shall constitute a day's labor. For instance, the railroad enginemen limit their day to one hundred miles or eight hours, while bricklayers are forbidden to lay more than a fixed number of bricks a day. These limitations upon employment may be wise or unwise, they may or may not affect commercial conditions, yet they are among the legitimate objects of a labor union, and so fall within the protection of the Clayton Act.

Such normal and legitimate activities become unlawful (as in the case of all other acts lawful *per se*) only when they are done with criminal intent, or as a part of some plan to accomplish an unlawful end. Acts otherwise lawful may be rendered unlawful, it is true, by the existence of an intent to cause injury, without the existence of some sufficient justification. *Hitchman Coal & Coke Co. v. Mitchell*, 245 U. S. 229; *Nat. Fire-proofing Co. v. Mason Builders Asso.* (C. C. A.) 169 Fed. 259.

But where the primary intent is to improve the condition of its members, the fact that the activities of a union tend to, or actually do, reduce the output or increase the costs of production or raise prices (none of which, however, are true here) does not render them restraints upon commerce within the meaning of the law. As this court said in *Hopkins v. U. S.* 171 U. S. 578, 593-4, "an agreement among themselves by locomotive engineers, firemen or trainmen engaged in the service of an interstate railroad not to work for less than certain named compensation" would not be illegal "because the cost of transporting interstate freight would be thereby enhanced." This must be true, for any other construction of Section 6 of the Clayton Act would render it entirely meaningless and nugatory.

Moreover, the present injunction, if allowed to continue, will tie the hands of the labor union in negotiating all future wage scales. Specifically, it will debar those agreements as to working seasons which have customarily accompanied the industry since its first beginnings. It cannot be denied that Sections 6 and 20 of the Clayton Act secure to the workers "whether singly or in concert" the right to work for A, B or C for three months, four months or one month, and to quit work when the period agreed upon expires. It is equally clear that the workers "whether singly or in concert" may incorporate the conditions upon which they are willing to work in a wage scale and insist that the manufacturers sign the scale as a condition of employment. Indeed that is the situation here, for the evidence is clear that the manufacturers were not the moving parties so far as the limitation on periods of operation is concerned (R. pp. 155, 170, 172). Can it be that the union, as well as the manufacturers, when any future scale is presented fixing the periods of labor, are to find themselves confronted by the terms of the present injunction?

III.

The wage scale agreement, with its two-period system, if it can be said to relate to commerce at all, is not an undue or unreasonable restraint.

The Law.

Every contract concerning trade to some extent restrains. To restrain, to bind, is the very essence of a contract. Yet it is obvious that not every contract relating to trade constitutes an illegal restraint. Only those restraints upon trade which are undue or unreasonable are forbidden by the Sherman Act, while all "normal and usual contracts to further trade" are not within its terms. *Standard Oil Co. v. U. S.*, 221 U. S. 1; *U. S. v. American Tobacco Co.*, 221 U. S. 106; *U. S. v. St. Louis Terminal*, 224 U. S. 383; *Standard Sanitary Manufacturing Co. v. U. S.*, 226 U. S. 20; *U. S. v. Union Pacific R. R. Co.*, 226 U. S. 61; *U. S. v. Reading*, 226 U. S. 324; *Nash v. U. S.*, 229 U. S. 373; *Eastern States Lumber Association v. U. S.*, 234 U. S. 600; *Chicago Board of Trade v. U. S.*, 246 U. S. 231; *U. S. v. U. S. Steel Corporation*, 251 U. S. 417.

The terms "undue" and "unreasonable" are to be interpreted, moreover, in the same sense when used concerning restraints forbidden by the Sherman Act as when used at common law. In the monumental opinion of this Court in the *Standard Oil case, supra*, the late Chief Justice White said in part (p. 60):

"Thus not specifying but indubitably contemplating and requiring a standard, it follows that it was intended that the standard of reason which had been applied at the common law and in this country in dealing with subjects of the character embraced by the statute, was intended to be the measure used for the purpose of determining whether in a given case a particular act had or had not brought about the wrong against which the statute provided."

The terms of the statute, argued the late Chief Justice, being words having common law significance, are to be interpreted in the light of their meaning at common law. The decisions of this Court in cases arising under the Sherman Act since *U. S. v. E. C. Knight*, 156 U. S. 1, down to the present time show that the statutory offence has been thus measured and limited.

At the common law it was rather loosely said that general restraints were void while partial restraints were reasonable and so enforceable. What was really meant was that if the restraint was the main object in view, and there was no justification for its imposition, it was unreasonable, but where the chief purpose of the parties was not to restrain trade but to achieve some legitimate object, as where the vendor of property engaged not to compete with the purchaser in the same business in the same territory, and the restraint was a mere accompaniment of the sale and in effect collateral thereto, the restraint was reasonable and so enforceable. *U. S. v. Addyston, etc., Co.* (C. C. A.), 85 Fed. 271. Only by such a collateral contract could the purchaser obtain the entire benefit of his bargain and the vendor secure a full return on his sale, while the incidental restraint imposed thereby did not so directly and materially affect the public as to render it unreasonable in view of the chief object to be accomplished. These so-called partial restraints were reasonable, not because in a general way they were thought not to be injurious, but because the chief purpose in view was lawful, and the restraint, if any, was merely incidental and ancillary.

Like weight and importance has been given to purpose or intent in interpreting the Sherman Act. *U. S. v. E. C. Knight*, 156 U. S. 1, 17; *Anderson v. U. S.*, 171 U. S. 604, 615-16; *Swift & Co. v. U. S.*, 196 U. S. 375, 396, 397; *Standard Oil Co. v. U. S.*, 221 U. S. 1, 60; *U. S. v. American Tobacco Co.*, 221 U. S. 106, 179;

U. S. v. St. Louis Terminal, 224 U. S. 383, 394-5; *U. S. v. Union Pac. R. R. Co.*, 226 U. S. 61, 84-5; *Nash v. U. S.*, 229 U. S. 373, 376; *Chicago Board of Trade v. U. S.*, 246 U. S. 231, 238; *U. S. v. Steel Corp.*, 251 U. S. 417, 461; *United Mine Workers v. Coronado Coal Co.*, 259 U. S. 344.

In the *St. Louis Terminal case, supra*, p. 394-5, Mr. Justice Lurton laid down the rule as follows:

"Whether it [i.e., the St. Louis Terminal] is a facility in aid of interstate commerce or an unreasonable restraint forbidden by the Act of Congress, as construed and applied by this court *** will depend upon the intent to be inferred from the extent of the control thereby secured over the instrumentalities which such commerce is under compulsion to use, the method by which such control has been brought about and the manner in which that control has been exerted."

In *Nash v. U. S., supra*, p. 376, Mr. Justice Holmes, in delivering the opinion of this court, said:

"Those cases [i. e., the Standard Oil and Tobacco cases] may be taken to have established that only such contracts and combinations are within the Act, ... y reason of the intent or the inherent nature of the contemplated acts, prejudice the public interests by unduly restricting competition or unduly obstructing the course of trade."

In *Chicago Board of Trade v. U. S., supra*, p. 238, Mr. Justice Brandeis declared the rule in concise language as follows:

"The true test of legality is whether the restraint imposed is such as merely regulates and perhaps thereby promotes competition or whether it is such as may suppress or even destroy competition. To determine that question the court must ordinarily consider the facts peculiar to the business to which the restraint is applied; its

condition before and after the restraint was imposed; the nature of the restraint and its effect, actual or probable. The history of the restraint, the evil believed to exist, the reason for adopting the particular remedy, the purpose or end sought to be attained, are all relevant facts. This is not because a good intention will save an otherwise objectionable regulation or the reverse; but because knowledge of intent may help the court to interpret facts and to predict consequences."

It remains to apply these principles to the case at bar and the facts which this record discloses. In so doing, there must be borne in mind not only the circumstances existing at the moment of the acts complained of, but also the pre-existing, long established habits, practices and customs peculiar to this particular industry.

Origin and Purpose of the Two-Period Plan.

In its origin the two-period system of operation was the product of no preconceived plan but happened as the result of the natural course of events obtaining in the winter of 1917-18, when the Government intervened in the industry to conserve fuel. A substantial falling off in available labor and a shortage of fuel, due to the severity of the winter, broke up the hand plants into two groups through the very stress of circumstances. Although the plants in each group shut down, respectively, after reaching their allotted quota and so did not run continuously throughout the two periods, it was found that, when operating, the overhead was very substantially reduced and greater production per pot obtained. For the first time in years the plants ran fully manned and without unforeseen shutdowns incident to a sudden shortage in fuel. Such operating conditions were advantageous to all concerned, particularly the workers. That the worker realized its benefits to him is evidenced by the result of the referendums held prior to the negotiations for the 1919 scale (R. p. 89). The new arrangement increased the

amount of work for the men and put more money in their pockets at the end of each week. It is not surprising, therefore, that the workers were directly responsible for the continuance of the two-period system.

In so insisting upon its continuance the evidence of record, both direct and circumstantial, shows that the union officials were impelled solely by a desire to serve the best interests of their fellow workmen. There was no thought in the minds of the labor leaders, much less the manufacturers, that this two-period system would restrain trade, nor did they so intend. They were confronted by the unalterable and compelling fact that there were in the industry sufficient blowers to man no more than one-half the plants, and that this meagre number was not increasing but rapidly diminishing. They knew that maximum production could be obtained only with a full complement of blowers and that experience had proved that more glass could be produced in a given period of time operating in two groups than operating in one, inasmuch as every blower was then used to his maximum capacity. They had observed that not only did this arrangement increase production and so result in higher wages but that it insured to the worker a continuous term of employment which under the one-period system he had never enjoyed on account of the intermittent shutdowns due to a sudden shortage of gas and the general demoralization caused by the unregulated bidding of one manufacturer against the other for the scanty labor supply.

The testimony of J. M. Siemer, President of the workers' union (R. p. 180), and the testimony of George H. Rozelle, a member of the Workers' Wage Committee, is significant on the question of intent. Mr. Siemer, in response to a question why he did not, as president of the organization, attempt to effect a return to the one-period plan, stated that in his opinion to do so would be an economic absurdity in view of the shortage in labor; and that while if it had been done most

of the plants would have begun operation, none of them would have been efficiently manned and competition for the services of the workers would have become so intense that the majority in a short time would of necessity have given up the struggle on account of their inability to get sufficient production to cover the necessary fixed costs of operation. Mr. Rozelle's testimony was substantially to the same effect (R. p. 187). He stated that as a result of a factory being operated half manned the manufacturers would begin to offer bonuses and guarantees for the purpose of attracting the necessary labor, that this would result in losing money, and that the manufacturer who did not have the means to introduce a machine would go out of business, with the result that the workers would lose a trade which they had spent the best years of their lives in learning.

The labor leaders, more intelligent than the individual members of the union, fully understood the basic facts of the industry. They realized that unless they took steps to regulate the supply of labor by an equal and non-discriminatory apportionment of the workmen to the several plants in the industry, the industry would collapse and the skilled workers lose the only means of livelihood they had. The sole endeavor of the labor union was to provide as much work for their members as they could and for over as long a period as possible. This was an entirely legitimate purpose and one which they sought to accomplish by a regulation reasonably adapted and limited to the chief object in view. If any restraint was put upon trade by virtue of their action, it was one purely incidental to the end at which they aimed.

The Extent of the Plan.

The arrangement contemplated by the plan, while co-extensive with the industry, is one which does not prevent but, on the contrary, enables *all* workmen to find continuous employment and *all* factories to be operated fully manned. While the arrangement is general in extent, it is no more general than any other

arrangement affecting the periods of time during which labor will agree to work. A forty-eight-hour week imposed universally upon manufacturers throughout an industry is general in its scope. Yet that fact alone does not render the limitation illegal. General restraints at the common law were viewed as unreasonable, not because they embraced an entire industry or territory, but because a general restraint usually went beyond the needs of the particular situation. Here that is not the case. In fact, only by applying the two-period arrangement to all factories equally and without discrimination can the labor union meet that condition in the industry which dominates the situation, namely, a 50% shortage in available men.

Its Beneficial Results.

The effect of the restraint, as disclosed by the facts of record, is clearly beneficial to the manufacturers, to the workmen and to the public at large. It is not necessary here to review in detail the benefits which accrue to either the workers or the manufacturers. A word, however, should be said as to the effect of the two-period plan upon the right of an individual manufacturer freely to sell his glass in competition with his competitors, both hand-blown and machine.

The wage scale limits the number of weeks during which the workers will work for the fall group to sixteen and for the spring group to eighteen weeks, but there is nothing in the scale whereby those plants which are offered a scale in the fall agree not to work in the spring, or whereby those plants to whom a scale is offered in the spring agree not to work in the fall. The manufacturers who are not offered a scale in the fall are just as free to operate during the fall, so far as the contract under attack is concerned, as are the other manufacturers. If they cannot get men to operate they are no worse off than any manufacturer who is dependent upon a closed union for his labor supply.

There is no evidence whatever that the union discriminated against any particular manufacturer in withholding its labor, or in grouping the manufacturers. All are treated exactly alike and all are allowed to operate in whichever period they like, the only condition being that all labor should be fully employed. Furthermore, window glass is a commodity which does not need a market at once, but which may be stored for future distribution. A manufacturer, therefore, may still engage in competition with his fellow manufacturers after his plant has closed down. In view of these circumstances, competition among the hand manufacturers is just as free as under the one-period plan, while it is unquestionably due to the saving in efficiency effected by the two-period arrangement that the hand plants, individually and collectively, are enabled successfully to continue to compete with their machine competitors.

From the standpoint of the consuming public, the arrangement is equally beneficial. The evidence shows that production, if anything, has been increased, not diminished, while the record is barren of any evidence that the two-period system does, or tends to, enhance prices. In fact, if any inference is to be drawn, it is that the two-period arrangement tends to lower prices, inasmuch as a fully manned plant exhibits much greater efficiency and enjoys substantially decreased overhead costs, factors which tend to reduce, not increase, prices to the consumer.

But on this question of prices the indisputable fact is that the American Window Glass Company, the leader of the machine group, fixes prices of window glass for the entire industry. This control of the American Window Glass Company over prices results from its materially cheaper operating costs and its large scale of manufacture. The hand plants simply follow along as best they can. Only by exercising the utmost efficiency in operation and strenuous economy

in man-power can the hand plants continue to compete with machine-made glass at all. The evidence shows that in the event the hand manufacturers are compelled to return to a one-period system of operation the days of the hand industry are numbered and the American Window Glass Company, together with its fellow machine plants, which are secure behind their patents from any charges of monopoly, will remain alone in the field. Surely such a situation will not benefit the consuming public.

Thus the two-period system of operation, as shown by the great weight of the evidence, is beneficial to the workmen, the factories and the public, whose supply is not diminished but rather increased; while the moving purpose behind the continuance of this method of operation is solely the endeavor of the labor leaders to improve the condition of the workers by increasing the amount of work available, by putting more money in their pockets and by insuring for a few more years, in any event, the continuance of a trade upon which they are dependent for their livelihood.

The Opinion Below.

Before closing, the appellants desire to call the attention of this Court to certain conclusions of fact reached by the learned judge below, which, with all due deference, the appellants earnestly insist go far beyond the facts of record. The parties to a suit, whether one brought by the Government or a private individual, are entitled to have their rights determined upon the facts as they appear in evidence. Presumptions, it is submitted, may perhaps be indulged in, but only when the facts established by the actual proof reasonably warrant such presumptions. Where, as here, the life of an entire industry and its related labor union rests upon the ultimate decision, such decision, it is submitted, must be based upon the established facts of record, for otherwise the parties are denied a fair and impartial hearing on the evidence adduced.

The Court below found that "the inherent and necessary result of this method of operation is to curtail production" (R. p. 32). This statement utterly overlooks the existing labor shortage and is quite contrary to the evidence. Window glass cannot be produced by hand except through the human agency of the blower. Given the number of blowers now available, to wit, 909, it is a physical impossibility for those blowers to blow more than a certain number of cylinders per working year. They can produce so much glass and no more, and this whether they work continuously throughout one period or whether they work half the time for one group and the other half for another group. This unalterable fact is inherent in the hand process of making glass. That such is the case the evidence of record indisputably establishes.

The Court below further asserts (R. p. 32) that the inherent and inevitable tendency of the two period system is to induce the manufacturers to market their glass "at higher prices." The fact is that the Government in its bill does not even charge any increase in price, much less did it introduce any evidence thereon, and there is clear proof in the record to the contrary.

Again, the Court below said (R. p. 32) that a window glass plant operating sixteen to eighteen weeks only out of the year cannot pay its operating expenses and yield a reasonable return on the capital invested, unless prices are illegally enhanced. This presumption is quite unwarranted by the evidence. The operating period for hand plants has never, except under very rare circumstances, exceeded eight months out of the year. There is no reason to suppose that when operating eight months, as they did prior to the war, prices were unduly enhanced or that the plants then did not yield a reasonable return. Now, at the present time there is barely 50% enough men to operate all the factories. Under these circumstances, a hand plant will produce

No. 353.

In the Supreme Court of the United States

OCTOBER TERM, 1923.

NATIONAL ASSOCIATION OF WINDOW GLASS MANUFACTURERS,

NATIONAL WINDOW GLASS WORKERS, *et al.*,

Appellants,

AGAINST

THE UNITED STATES OF AMERICA,

Appellee.

BRIEF ON BEHALF OF APPELLANTS, NATIONAL WINDOW GLASS WORKERS, *et al.*

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SYNOPSIS OF ARGUMENT

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- That the Wage Scale under attack which provides for a two-period plan of operations whereby one-half the factories operate the first half of the working year and the other half of the factories operate the second half of the working year has not curtailed or in any way lessened the production of hand-blown window glass and has, therefore, not restrained trade 41

II.

- That the creation of the two-period plan is a reasonable and necessary regulation due to the fact that there is only available a labor supply sufficient to operate one-half the factories, so that the operation of the two-period plan imposes a regulation of the operation of the factories and a rationing of the labor necessitated by the shortage; in short, that the two-period plan is the legitimate outgrowth of the peculiar business conditions confronting the industry, and, therefore, a reasonable and legal regulation 48

III.

- That the wage scale does not bind a factory to operate during only one period, but in effect fixes the period of time during which the workers in the industry will work for one group of factories and the period of time during which the workers will work for the second group. To prevent the workers from so rationing their labor denies them a right to freedom of contract in respect to their services guaranteed to them by the Fifth Amendment to the Constitution of the United States 59

IV.

- That the right to negotiate a wage scale is one of the rights guaranteed to a labor union by Section Six of the Clayton Act permitting the existence and operation of labor unions without being guilty of violating the anti-trust laws in so doing. The chief function of a labor union is the fixing of a wage scale covering periods of labor and wages. If the fixing of this scale is deemed a restraint of commerce, the right of labor to form and operate the labor union becomes an empty right and the Sixth Section of the Clayton Act is in effect vitiated and the benefits conferred by the act taken away..... 68

V.

- That the wage agreement in question involves manufacture only and not interstate commerce and is, therefore, beyond the regulatory power of Congress, 73

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STATEMENT.

This is an appeal by the National Window Glass Workers from a final decree entered April 18th, 1923, by Hon. D. C. Westenhaver, District Judge in the District Court of the United States, Northern District of Ohio, Eastern Division.

The action was commenced by the filing of a petition and motion for a preliminary injunction on January 5th, 1923. The defendants appeared and answered, and it was thereupon agreed to convert the hearing upon the motion into a final hearing, and testimony was taken and the case tried and submitted for a final decree upon the merits.

The decree appealed from is as follows:

"1. That the Wage Scale Contract entered into on or about September 16, 1922, between a Wage Committee representing the National Association of Window Glass Manufacturers and a Wage Committee representing the National Window Glass Workers, and all agreements or understandings independent thereof and collateral thereto, in so far as they limit and prescribe, or have been the means employed to limit and prescribe, the periods of time during which defendant corporations having factories for the manufacture of hand-blown window glass may or shall operate their factories, constitute a contract in restraint of interstate trade and commerce in hand-blown window glass and violates Section 1 of the Act of Congress, approved July 2, 1890, entitled 'An Act to protect trade and commerce against unlawful restraints and monopolies.'

2. That the defendants and each of them, and their officers, agents, members and employees, be perpetually enjoined from directly or indirectly carrying out, or taking any action to carry out, said Wage Scale Contract, or any of said agreements or understandings independent thereof, and collateral thereto, in so far as they limit and prescribe, or may be the means employed to limit and prescribe, the periods of time during which defendant corporations having factories for the manufacture of hand-blown window glass may or shall operate their factories, and from entering into or carrying out any other contract or agreement of like character and purpose.

3. That this decree shall become effective as of March 15, 1923."

The appellants for their assignment of errors (fols. 578-581, pp. 410-412) present the following:

"First. That the court erred in sustaining the petition of the plaintiff;

Second. That the court erred in granting the prayer of the plaintiff for an injunction;

Third. That the court erred in refusing to dismiss the petition of the plaintiff;

Fourth. That the court erred in decreeing that the so-called Wage Scale Contract, entered into on or about September 16, 1922, between a Wage Committee representing the National Association of Window Glass Manufacturers and a Wage Committee representing the Association of Window Glass Workers, and all agreements and understandings independent thereof or collateral thereto, in so far as they limit or prescribe, or have been the means employed to limit or prescribe periods of time during which defendant corporations having factories for the manufacture of hand-blown window glass or shall operate their factories, constitute a contract in restraint of interstate trade and commerce in hand-blown window glass, and a violation of Section 1 of the Act of Congress, approved July 2, 1890, entitled: 'An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopolies.'

Fifth. That the court erred in enjoining the defendants and each of them, and their officers, agents, members and employes, from directly or indirectly carrying out or taking any action to carry out the so-called Wage Scale Contract entered into on or about September 16th, 1922, between the Wage Committee representing the National Association of Window Glass Workers, and the Wage Committee representing the Association of Window Glass Workers, and any of said agreements or understandings, independent thereto and collateral thereto, in so far as they limit and prescribe, or may be the means employed to limit and prescribe the periods of time during which the defendant corporations having factories for the manufacture of hand-blown window glass may or shall operate their factories, and from entering into or carrying out any other contract or agreement of like character and purpose.

Sixth. That the court erred in decreeing that the so-called Wage Scale Contract entered into on or about September 16, 1922, between the Wage Committee representing the National Association of Window Glass Manufacturers, and the Wage Committee representing the Association of Window Glass Workers was a contract affecting interstate commerce.

Seventh: That the court erred in decreeing that said so-called Wage Scale Contract entered into on or about September 16, 1922, between the Wage Committee representing the National Association of Window Glass Manufacturers and the Wage Committee representing the Association of Window Glass Workers, was an illegal contract and should be enjoined, for the reason that the same is not an illegal contract and is made immune from injunction by the express provisions of the Act of Congress of October 15th, 1914, C. 323, Sections 6 and 20, 38 Stat. 731, commonly known as the Clayton Act, and particularly by reason of the provisions of Sections 6 and 20 thereof, which are, respectively, as follows:

Section 6. 'The labor of a human being is not a commodity or article of commerce. Nothing contained in the Anti-Trust Laws shall be construed to forbid the existence or operation of labor, agricultural or horticultural organizations instituted for the purpose of mutual help and not having capital stock or conducted for profit, or to forbid or restrain individual members of such organizations from lawfully carrying out the legitimate objects thereof.'

Section 20. 'No restraining order or injunction shall be granted by any court of the United States, or a judge or the judges thereof, in any case between an employer and employees, or between employers and employes or between employes or between persons employed and persons seeking employment, involving, or grow-

ing out of, a dispute concerning terms or conditions of employment, unless necessary to prevent irreparable injury to property, or to a property right of the party making the application for which injury there is no adequate remedy at law, and such property or property right must be described with particularity in the application which must be in writing and sworn to by the applicant or by his agent or attorney. And no such restraining order or injunction shall prohibit any person or persons, whether singly or in concert, from terminating any relation of employment, or from ceasing to perform any work or labor, or from recommending, advising or persuading others by peaceful means so to do; or from attending at any place where any such person or persons may lawfully be for the purpose of peacefully obtaining or communicating information, or from peacefully persuading any person to work or to abstain from working; or from ceasing to patronize or employ any party to such dispute, or from recommending, advising, or persuading others by peaceful and lawful means so to do; or from paying or giving to or withholding from any person engaged in such dispute, any strike benefits or other moneys or things of value; or from peacefully assembling in a lawful manner and for lawful purposes; or from doing any act or thing which might lawfully be done in the absence of such dispute by any party thereto; nor shall any of the acts specified in this paragraph be considered or held to be violations of any law of the United States.'

Eighth. The court in decreeing that the so called Wage Scale Contract entered into on or about September 16, 1922, between the Wage Committee representing the National Association of Window Glass Manufacturers and the Wage Committee representing the Association of Window Glass Work-

ers, is a contract which imposes an unlawful restraint of trade, for the reason that upon the records and proofs, if said contract imposes any restraint whatsoever, it is a reasonable restraint within the contemplation of the law.

Ninth. That the said decree is not supported by the evidence.

Tenth. That the said decree is against the law."

The wage scale referred to in the decree, assignment of errors, petition and answers appears on pages 344 to and including 355, folios 470 to and including 474, Plaintiff's Exhibit 19 and provides that the agreement shall be in effect for the first period from September 25th, 1922, to January 27th, 1923, fixed the rate of compensation for window glass produced by the various trades, using the one hundred foot box as a unit. (All compensation to members of the National Window Glass Workers, the appellants herein, being on the basis of what is commonly termed the "piece-work" system). Each of the four trades, members of the appellant organization and engaged in the production of hand-blown window glass, receives compensation for window glass which successfully goes through the process of manufacture by all the four trades, and the neglect or inefficiency of any one of the four trades, down to the last process of cutting and grading, results in a loss to all four of the trades. That fact explains the reason for Article 30 of the Wage Scale, folio 472, page 349, in which article it is provided that the president and executive board of the National Window Glass Workers shall have the privilege during the operating period to place a checker in the plant of any company and that the checker shall have the privilege of making a record of

all glass cut and packed at said plant for, as already pointed out, inefficiency or dishonesty in the final grading and counting of the window glass produced, results in a loss of wages to the men employed.

Said Plaintiff's Exhibit No. 19 is signed by the individual manufacturer and by the chief preceptor of the workers' organization in said manufacturer's factory and by the respective Wage Committees of the workers and manufacturers.

PLEADINGS.

The Government's petition (folios 5-20, pages 1 to 10) alleges that the defendants are voluntary organizations of manufacturers and workers respectively engaged in the hand-blown window glass industry. It sets out the names of the officers and respective Wage Committees; that there are two thousand, or more, members of the workers' organization. It separates into two groups, Group A. and B. respectively, the manufacturers who are to operate in the first and second periods.

It alleges that practically all of the hand-blown window glass manufactured in the United States is manufactured by the defendant corporations, and that interstate trade and commerce in hand-blown window glass has been restrained by means of the Wage Scale agreement, which was consummated in Cleveland on or about September 16th, 1922, and that that Wage Scale was entered into

"in pursuance of a scheme to limit the activities of all the manufacturers of hand-blown window glass and of all the workmen employed in that industry to a portion only of each year and for the purpose and with the intent on their part of curtailing the production of hand-blown window glass below the

quantity which could be and should be manufactured to meet the demands of the trade."

It alleges, p. 6, that the wage agreement shall be in effect during the first period from September 25, 1922, to January 27th, 1923 (16 weeks), and during the second period from January 29th, 1923, to June 11th, 1923 (18 weeks), and that the manufacturers operating their factories during either period would not be granted the Wage Scale during the other period. This is followed by the prayer that a temporary restraining order may be issued restraining the defendants from carrying out the Wage Scale contract in so far as it limits periods of time during which the defendant manufacturers shall operate their factories and that it be decreed

"that said Wage Scale contract in so far as it limits and prescribes the periods of time during which defendant corporation may or shall operate their factories, is a contract in restraint of interstate trade in hand-blown window glass and violates Section 1 of the Act of Congress, approved July 2nd, 1890."

The temporary restraining order which accompanied the foregoing petition (folios 20 to 24, pages 10 to 11) recites that on September 16, 1922, the Wage Committees of the manufacturers and the window glass workers entered into the Wage Scale contract providing for the two-period plan of operation and sets forth specifically

"that said Wage Scale contract in so far as it limits and prescribes the periods of time during which defendant corporations may or shall operate their factories has resulted and is resulting in a substantial curtailment of the production of hand-blown window glass; has suppressed and is suppressing competition as to the quantity of hand-blown window glass produced; and has restrained and is restraining interstate trade and commerce in hand-blown window glass."

No where in the petition is there any suggestion that hand-blown window glass is different from machine made window glass or that there is any demand for hand-blown window glass as distinct from machine made glass, neither does it appear that hand-blown glass constitutes any material portion of all the window glass manufactured and consumed in the United States.

The answer of the manufacturers (folios 24 to 37, pages 11 to 21) denies that the Wage Scale contract has restrained and is restraining interstate trade and commerce in hand-blown glass in violation of Section 1 of the Sherman Anti-Trust Act. It denies that the Wage Scale contract is enforced against all of the defendant corporations regardless of whether they belong to the manufacturer's association. It denies that the Wage Scale of September 16th, 1922, was entered into in pursuance of a scheme to limit the activities of the manufacturers of hand-blown window glass and of the workmen engaged in that industry for the purpose and with the intent of curtailing production of hand-blown window glass below the quantity which could be and should be manufactured to meet the demands of the trade and alleged that on the contrary, the Wage Scale, instead of curtailing the production of hand-blown window glass permits and will, in fact, result in the manufacture of more glass and of a better quality than had such wage scale not been entered into. The answer further alleges on page 15 that the manufacture of window glass by the hand-blown method is a very old industry requiring highly skilled workmen and that until about 1903, all window glass was made by that method. Since then two processes of making window glass by machine, both protected by patents, have entered the industry, and that since the advent of the machine process, the production

of hand-blown window glass has been decreasing, while that produced by the machine process is increasing.

It alleges that the window glass industry is a subsidiary industry, and that the demand for glass does not depend upon individual consumption. Approximately ninety to ninety-five per cent. of the glass produced is used in the construction of new buildings, and the remaining five to ten per cent. takes care of current breakages. The demand for glass is in a direct ratio with the amount of building construction and unlike most other industries, a material reduction in the price of glass will not stimulate a substantial increase in consumption, and that beyond the point where glass is needed in building, there is no market for glass at any price.

The hand-blown manufacturer, although the pioneer in the industry, has been supplanted by the machine manufacturers. These are strong concerns with large amounts of invested and working capital and strong financial resources. The hand-blown are small individual concerns carried on by individuals under corporate forms, many of whom started as laborers in the trade and gradually built up small businesses. The hand-blown manufacturer with a small capital at his command must obtain a very rapid turn-over in order to compete. He cannot afford to carry surplus glass in any large amount. The cost of producing window glass by the hand process is substantially greater than when made by machine. The machine manufacturers are the dominant factors in the market. It is a continuous struggle on the part of the hand-blown manufacturers to continue in competition with the machine plants, and unless all waste and inefficiency in operation of the hand-blown plant is eliminated, they ultimately will be driven out.

The answer further sets forth that the labor employed in the hand-blown process is highly skilled and consists of the four trades known as the blower, gatherer, flattener and cutter. The blower is the nucleus of the unit or crew and requires, on the average, at least three years to develop. The amount of glass produced by the hand-blown plant is dependent entirely upon the skilled labor available without which the plant must shut down. This skilled labor requiring, as it does, long apprenticeship, early formed itself into a trade union having all the aspects of the old guild, the trade being passed from father to son. In recent years the number of blowers and other skilled workmen has steadily diminished, due to the dying character of the trade.

The skilled workers in the hand-blown plants will not work during the four hot summer months of June, July, August and September, on account of the intense heat in and about the furnaces. Thus, the hand plants can operate at the maximum not more than thirty-five to thirty-eight weeks in any one year. The machine plants, however, may run the year round.

Fuel is another vital factor in the hand-blown trade. Natural gas is the fuel mainly relied upon, and the hand-blown window glass industry has followed the development of natural gas fields. Natural gas now is not available at a moderate cost and in many localities where the hand plants are located, there is not sufficient gas to meet the needs of the community, and under the laws in force, the private consumer obtains a preference over commercial enterprises where the supply is insufficient for all.

The two-period system of operation was put into effect in 1918, with the result that all the labor was fully

employed and the production cost was decreased as against the one-period plan and it has also been demonstrated that a greater amount of glass is being produced in any given year than would have been produced under the one-period system, the efficient utilization of all labor, a substantial saving in the expense of operation, the continuous and orderly production of glass and an increased ability to compete throughout the year with the machine manufacturers.

In paragraphs 11 to 15 of the answer, pages 19-20, it is alleged that in the current year there are available for work in the hand-blown plants 2,337 skilled workmen. That the total capacity of the hand-blown plants, if all operated at the same time, would require at least fifty per cent. more men and that even under the two-period system whereby approximately one-half of the factories operate full blast, while the other half are idle, there are not sufficient blowers to man the pots in operation, that the operating cost of such plants are as great when the plants are running half-manned as when fully-manned and a severe loss in efficiency results in the operation under-manned, and that in view of the skilled labor available, the amount of glass produced under the two-period system is greater and at less cost per box. That the attempt to operate all the plants at one time causes the manufacturers to bid among themselves for the limited available labor by offering bonuses in addition to the wages prescribed in the Wage Scale, which causes the men to go from one factory to the other in accordance with the highest bids, with a severe loss in efficiency.

That there are as many hand factories as there were before the war and only one-half of the amount of labor available, an attempt at continuous employment will re-

sult in sudden shut-downs caused either by fuel shortage, lack of labor or other factors resulting from the labor shortage, and that without steady employment in their trade and with wages which do not compare favorably with wages now paid in other trades, the men will leave more rapidly than theretofore and will drift into other industries, and that within a few years the hand-plant industry will cease to exist.

The answer of the window glass workers, in addition to the denials and admissions, contained in the answer of the manufacturers, denies that every defendant corporation to which a Wage Scale contract is granted, is required to sign said Wage Scale contract and avers that every defendant corporation is at entire liberty to accept or to reject the said Wage Scale contract when offered to it (page 23).

The answer alleges

"the members of the labor union have offered their labor to those defendant corporations designated as included within Group A. in the bill of complaint, but defendants deny that the said Wage Scale grants or purports to grant any authority to operate, but on the contrary, simply sets forth the conditions under which the manufacturer, who accepts and signs such scale, may employ said labor during the period covered by the said scale."

And by way of further answer to the complaint the National Window Glass Workers allege: that the four trades, namely, blower, gatherer, flattener and cutter are highly skilled, and that the blower is the key to the hand-blown window glass industry requiring the greatest degree of skill and calls for greater physical strain than the other trades. Three years apprenticeship is necessary to develop a competent blower. From 1904 to 1922,

3,676 apprenticeships were granted and only 1,290 stayed in the industry and qualified, and 2,386 did not complete their period of training and dropped out.

From the very beginning of the industry, labor in the four trades has been paid and is now being paid, entirely on the piece-work basis, receiving payment only for so much of the glass as actually survives the entire process of manufacture.

For some time prior to 1872, and through the intervening years down to and including 1922, wage scales were agreed upon and established yearly and at times more frequent intervals between the manufacturer and the four skilled trades. The necessity for maintaining intense heat in the actual process of gathering, blowing and flattening window glass, makes efficient operation of a hand-blown glass factory almost impossible during the months of June, July, August and September. In fact, the men leave their work in May and refuse to resume until October or November.

Originally, window glass factories were located largely in New Jersey, but with the discovery of coal and natural gas, those factories were abandoned and new ones established where such fuel was cheap. The workers, however, having settled down where such plants had been located, were loathe to abandon the homes they had established so that more and more members of the skilled trades preferred to leave their homes and work at factories removed from their homes to return as soon as warm weather set in.

Until the recent European War, hand-blown factories were operated in one period subject, however, to the restriction due to climatic conditions, lack of fuel and available labor. Wage scales were then in effect

and the lack of labor and the nature of the industry, resulted in the bidding by the manufacturers against one another for such labor as was available with the result that substantially all of the hand factories, when operating, were unable to do so to full capacity, but were largely under-manned and labor was constantly shifting about. This element and the element of general uncertainty following the introduction of the machine made product, resulted in inefficient operation. Sudden shut-downs and much uncertainty as to the future, the workman was never assured steady employment.

The so-called two-period system of operation went into effect in 1918. This was a natural development from the circumstances which confronted the industry in that year. Because of the Government restrictions, certain of the plants entirely shut down, permitting the others to get a sufficient supply of fuel and to run at maximum capacity and also to be fully manned with the necessary labor. A great saving was thereby effected and, for the first time, every manufacturer while operating, was enabled to obtain a full supply of labor and sufficient fuel to run his plant, permitting operation continuously at full capacity. This assured to the laborer a continuous employment throughout the working periods which he had never been able to obtain before.

The two-period system, instituted by the circumstances brought on by the war, assuring, as it did, to the laborer continuous employment throughout the working periods and enabling each manufacturer to man his plant with a full labor force, was continued ever since and it has become an established practice in the industry and in view of the conditions now facing the industry, this method of operation results in:

"(1) Continuous employment throughout the working periods.

(2) A greater amount of glass being produced in any given year than under the one-period system.

(3) A greater efficiency in operation in that all available labor is used to the very best advantage.

(4) A substantial saving in the cost of operation.

(5) A continuous and orderly production of glass which adds to the ability of the hand-blown manufacturer to compete throughout the year with the machine product and thus serve the consuming public.

In a hand-blown plant, the amount of glass which can be produced depends directly upon the number of blowers and other skilled workers available. There are, in all, 65 hand-blown plants prepared to operate with what is known as a pottage capacity of 2,229. To properly man this pottage capacity, requires 5,758 men, and whereas there are available only 2,337 men in the entire industry; this number was less by 262 men than the number required to completely man the 28 plants which were in operation during the first period terminating January 23rd, 1923, under the two-period system. If all these plants should operate at the same time there would thus be a labor shortage of more than fifty per cent.

A return to the conditions of the industry, which existed prior to the war would result in irreparable loss to the public, the wage earners and the manufacturers. There are approximately as many factories now as there were before the war, but there is only one-half the amount of labor available now as was then available. Continuous employment will give place to intermittent

employment caused either by fuel shortage, lack of finances or labor shortage in the industry. Without steady employment in their own trade and with wages which do not compare favorably with wages now paid in other trades, all incentive to remain in the trade will be removed and the laborers will tend even more rapidly than heretofore to drift away into other industries with the result that blowing glass by hand will, within a few years, cease to exist.

"with the result that the total production of glass will be markedly decreased and the consumer will be compelled to look to the machine manufacturer to fill all their needs, who, by virtue of the patents under which they operate, will exercise a monopoly which is beyond the law."

The growing realization on the part of the men that the machine will eliminate the hand plant, the lack of assured employment in the hand factories, unless the two-period system is retained, long periods of unemployment and more attractive wages in other industries, have combined to cause many members of these skilled trades to enter into other industries. The result is that it is absolutely and utterly impossible to fully man more than one-half of the hand factories at one time. Although the Wage Scale is agreed upon between the National Window Glass Workers, and National Association of Window Glass Manufacturers, through their respective Wage Committees, the Wage Scale thereafter is offered without any reservation or limitation and without any discrimination to all manufacturers of window glass by the hand method and no such manufacturer need associate himself with said Association in order to receive from the workers precisely the same Wage Scale and treatment as are accorded to members of said As-

sociation. The acceptance of the Wage Scale by any manufacturer does not obligate him to operate during the whole, or any part of the period; he is free to either commence operations or to refrain from operating his factory, and having commenced operations under the scale, he is not obliged to continue operations and may cease at any time; the result of the Wage Scale and the two-period system therein provided is to afford to the workers continuous employment throughout the working year.

The foregoing statement and quotations from the answers of the workers and the manufacturers are given at length because they are fully substantiated and supported by the testimony of the witnesses from the ranks of the workers and manufacturers.

TESTIMONY ON BEHALF OF THE GOVERNMENT.

The Government called Mr. Thomas Reynolds, Secretary of the National Window Glass Workers, who identified a circular letter from the Window Glass Workers to the Manufacturers Wage Committee, under date of September 21st, 1922 (folio 73, page 41) and the Wage Scale agreement and testified (page 44) with reference to a list of the companies to whom the Wage Scale was issued for the first period to operate sixteen weeks between September 25th, 1922, and January 27th, 1923. On page 45 appears a list of the manufacturers to whom would be issued the Wage Scale for the second period of eighteen weeks between January 29th, 1923, and June 11th, 1923. Manufacturers in the first period (page 43) represented an aggregate of 1,089 pots, and the manufacturers in the second period represented an aggregate of 981 pots. There are 65 plants in existence. Mr. Reynolds then identified four copies of the minutes of the

Executive Board to the National Window Glass Workers of meetings held at Cleveland in April, May, November and December, 1922, in which appeared a resolution from the Premier Local, Pennsboro, West Virginia, requesting that the Wage Committee at once get in communication with one another and formulate some plan to do away with the two period and four shift plan of operation before meeting with the manufacturers to formulate another Wage Scale (page 47). The Premier Resolution was carried by a vote of 1,029 for the resolution as against 528 opposed. He testified to a communication from the Buckeye Window Glass Company of Columbus, Ohio, (page 47) asking that the Wage Scale be issued to them for the second period, although they had been operating during the first period. That the Buckeye Window Glass Company correspondence had been referred by the Organization to its attorney, Mr. Bradwin, who advised that the Workers' Executive Board acted within its rights in refusing to present its Wage Scale to the Buckeye Window Glass Company for the second period (page 48).

Then follows correspondence with various hand-blown glass manufacturers regarding the issuance of the Wage Scale to them for the second period and the refusal of such requests in those instances where the manufacturers either belonged in the first period or had operated in the first period. This correspondence further shows that in declining such request, the workers, through their executive officers, were motivated solely by a desire to accord to all the manufacturers equal opportunity for operating their plants with full crews and at the highest efficiency. This is especially born out by a letter, Plaintiff's Exhibit No. 15, folio 117, page 65, from the president to Mr. Charles Bartlett, a member

of the Workers Organization in which he refers to the petition of the members of the LeFlore Local to the Workers Organization that the scale be issued to the LeFlore Company for the second period.

"I note in your petition it is stated that there will probably be a surplus of men in the south-west during the second period as there will not then be as many pots in operation as are operating, and this would probably be true were there not so many men working in the western section of the country who will accept places in the eastern section, the second period if certain plants in which they have always been employed will operate. And you are also probably overlooking the fact that there is considerable shortage of workmen in that section at the present time.

In looking over the possibilities for next period, I find that, if matters are left as they now stand, there will be 249 pots in operation in the western section, while there are 342 pots at the present time. If all plants in that section were properly manned at the present time, it might be logical to place another plant in the next period, but the Executive members fear that, if another plant were placed in the next period, the same condition that prevails now will prevail next period and many of the companies would not be able to secure sufficient workmen to properly man the plant.

The Board felt that it could not definitely decide this matter at the present time because of not having information as to just which plants desire our scale for the second period, and we are making every effort possible to secure this information so that it will be possible to render a decision at the January meeting." (p. 65).

Mr. Reynolds testifies (page 83) that in a number of instances manufacturers were granted the scale for two successive periods in order to give all the workers em-

ployment in that district and with respect to one of these manufacturers after the scale was given to him for the second period, he shut down for about six weeks before the expiration of the period.

On cross examination Mr. Reynolds' testimony was as follows:

The Organization took a wage cut in the year 1921 of 28% for the first period and a second wage cut in February, 1922 of 30%. That was due to the large importation of glass from Belgium and a reduction in the selling price, and

"If we wanted our manufacturers to continue in operation, it was necessary for us to take a reduction in wages in order that they could meet the machine competitors. The machine competitors were the American Window Glass Company, Interstate and the Libbey Owens Company. They reduced their prices before this wage cut was made. It was following the reduction in wages of the machine made glass that our wages were cut to meet it."

"The effect of running a factory with a partial crew is a loss to the company. It cost just as much to operate a plant if you only have one or two shops as it would if you had your full compliment of workmen."

"The shop is composed of a blower and a gatherer, 30 shops in some plants, 24 in others and 36 in others, depending on the size of the tank." (p. 85).

"The capacity of the tanks is 36 pots, that means it requires 36 blowers and 36 gatherers, one-third as many cutters and one-third as many flatteners. Originally glass was melted for blowing in large earthenware pots, just like the old-fashioned copper kettle, a good deal larger. This was succeeded by large tanks. The capacity of the tank was

expressed in the terms of the number of pots. The old pot being used as the unit of measurement. The tank must be completely heated to supply four shops just the same as if there were 30 shops to be supplied. When your fire is once lit, you cannot cool it off during the season. When it is lit in November it continues until the factory is out of blast. It takes three weeks to get a tank in operation." (page 86).

He further testified under cross examination that the membership voted on the two-period plan of operation on three different occasions, and that the Premier Resolution merely asked the members of the Wage Committee to use their best efforts to secure a one-period plan.

"The Committee did not make such an effort with the manufacturers because they know they get more work with the two-period plan in operation. They get more work and we know we could not man half the plants. There are twenty-eight plants now in operation and there are just enough men to man twenty-four and two-thirds plants."

"Our records show that when the plants operated one period, as we call it, that they never operated any longer than twenty-eight weeks and as low as twenty-two weeks, while in the two-period plan, we have operated as high as thirty-eight weeks, and this year we will now get thirty-four weeks." (page 90).

He testifies further under cross examination, page 90:

"It would be better for the men if they could work forty weeks in one plant. I am comparing conditions under our present Wage Scale with a condition at some other time when we were operating under a different system, and under the different system at the former time the men did not work continuously thirty-four weeks. They are operat-

ing thirty-four weeks this year because the first manufacturer will operate sixteen weeks and the second manufacturer will operate eighteen weeks; but no manufacturer will operate sixteen or eighteen weeks unless he has a market for his products. If they have no market for the product they shut down. * * *

"Q. Reference was made in one of the letters read by a Texarkana manufacturer that he would be enabled to work two periods if allowed so to do with the men there. Is it a fact that not more than about a third enough men resides in Texarkana to man the plants there?

A. I would say not that many. Every factory any where, in every town where there is a factory, there is not enough men to fill that plants of about the same percentage, I would say. I am mistaken as this, Mr. White; at first all the hand glass plants were located in the States of New Jersey, New York and Pennsylvania, and the workers had to follow the factories around; wherever the natural gas is the men have to go there, and lots of those York Staters and Jersey men and Pittsburgh; there was one time thirty-two factories in Pittsburgh too. There isn't a factory there now; and the same thing in Indiana, all those workmen, they still live in those towns, but they have to go away from home to work both periods.

Q. If all the plants in the second period were working and fully manned, and there were more men needed, in other words, there were not enough factories in that period to employ all of your men, would there be any objection to arrangements being made, whereby those men who were not needed in that period could work for other plants?

A. We would put another plant in operation to take care of those men.

Q. Your intent being to absorb your labor.

A. Yes, sir. It is all piece-work; the men are paid for every bit they produce. They are working seven hours and thirty-five minutes, three shifts; whereas some time back they worked four shifts, or less than six hours per day."

Mr. Reynolds further testified that from his contact with the men in the union, he has not heard of any member leaving the union or the industry because of the two-period plan. The reason for leaving is confined solely to the reduction in wages (p. 91).

The window glass workers do not usually want to work during the months of June, July, August and September, but when it becomes necessary they do it, quite a number, however, wont work because as soon as the warm weather sets in the men living in New Jersey and New York return to their homes to other occupations.

Mr. Van Scio, called by the Government, testified that he was in the employ of the Buckeye Window Glass Company. On cross examination he testified (page 96):

"As a broad thing, it is true that a great many men in the glass industry move frequently from one point to another in the country to work. A while ago I got in the factory in the town where I lived as a boy; then as that factory became obsolete—it was a hot furnace—and as that became obsolete, I went to other places to procure employment, but still have retained my residence where I previously lived. A great many men are of that kind."

Herman Becker, called by the Government, testified that he is a window glass flattener living at Vincennes, Indiana. He introduced a resolution to abandon the two-period system and return to the one-period system. It was known as the Liberty Resolution (p. 98).

On cross examination (p. 102) he testified that he has made his home at Vincennes for twenty years, has

property there and his family resides there. That during the twenty years he had worked in eight or ten or twelve different glass factories in the States of Ohio, Indiana, West Virginia, Kansas, Arkansas and Louisiana, comprising practically the whole glass blowing district (p. 102).

Mr. Hochstrasser, called by the Government, testified that he was a manufacturer in Poteau, Oklahoma. He was one of the few manufacturers who operated during the first period and applied for the Wage Scale in the second period. He testified (p. 106) that if he had a full compliment of men he could produce a certain quantity of glass.

"If I could obtain the services of as many workmen as I desired and there were no restrictions whatsoever, I would operate my plant, maybe, six, seven or eight months." (p. 106).

On cross examination he testified that he operated in West Virginia while the gas was plentiful there and then moved to Oklahoma because he could get cheap gas there.

"Cheap gas is the thing that has moved the hand-blown industry from point to point. That is what brought me to Clarksburg, cheap gas. Then the gas got higher and subsequently I moved to Oklahoma." (p. 107).

Mr. D. Don Gregory of Salem, West Virginia, called by the Government, testified on cross examination (pp. 115-116) :

"It is a fact that the gas supply, as far as the small local company is concerned, is diminishing very fast. The large gas company has contracted to have gas and guarantees to furnish it all the year around. There is a rule in force that when there is any shortage the domestic consumer must be served

and the manufacturing plants must be shut off. That is what happened to our plant in the latter part of November and December." (p. 115).

Mr. Reynolds, recalled by the Government, testified:

"A year is regarded as from the time we begin in September until we close, say, for instance, in May.

I have no figures back as far as 1907 as to the total number of men working in our Organization. They didn't keep a record; we have been just keeping records; we have since 1913; we only issued membership card since 1913.

The year of 1914-1915, they operated 23½ weeks; the number of membership at that time was 3,779; total boxes produced, fifty-foot boxes, 2,866,134; in 1915-1916 operated 28 weeks; number of men employed, 4,116; total fifty-foot boxes produced, 3,725,462; 1916-1917 operated 28 weeks, number of men employed, 4,598, fifty-foot boxes produced, 3,996,084; 1917-1918 operated 32 weeks; number of men employed, 4,192; number fifty-foot boxes, 2,462,902; —we didn't work the rest of 1918-1919, operated 28 weeks; men employed, 3,859. Total fifty-foot boxes, 2,501,067½;—we just operated in 1919 that year, and the next year begins 1920-1921—1920-1921 operated 38 weeks, 3,777 men; 3,753,819, fifty-foot boxes; 1921-1922 operated 28 weeks; number of men employed, 3,209; produced 2,679,702½ boxes. 1923, that is the present time there are 2,337 men employed, and we haven't got the production reports because this blast does not terminate until this period expires.

The number or weeks enumerated are the actual number of weeks that we did operate in each of those years. The two-period time began in February, 1918. It became effective for the first time in the figures for 1917-1918, 32 weeks, 4,192 men, the last half of that."

Mr. Reynolds on cross examination testified:

"All the work is paid for in this industry by piece-work and the pay of the blowers really fixes the standard for the pay of the other crafts. Whenever the blower takes a cut, everybody else must take a corresponding cut.

Making allowance for the difference in hours per week, the men produced more glass per man in the industry in the year 1921-1922 than they did in the year 1917."

"There are sixty-five plants now, and to man all of those plants it would require 2,229 blowers. That means there are that many pots in the sixty-five plants—2,229. It would require that many blowers, that many gatherers, and 743 cutters and 557 flatteners, or a total of 5,758 men. We have now working at the trade 909 blowers and 912 gatherers, 297 cutters, 219 flatteners, or a total of 2,337. Now, subtracting that from the total capacity, it would leave a shortage of 3,041 men if all the plants attempted to operate at the same time. * * * I have this list here showing there is 990 pots in operation now, and the actual shortage of this 990 is 94 blowers, 88 gatherers, 48 cutters, and 32 flatteners, or a shortage of 262 men in the 990 pots now in operation." (Page 119)

The testimony of Mr. Pacot, called by the Government, is that he is a member of a co-operative company and was declined a Wage Scale for the second period after operating during the first period. He does not explain, however, why, being a co-operative organization whose members were the workers in the plant, it could not continue operating without the scale (p. 120).

Mr. Zenor of the Model Window Glass Company of Fort Smith, Arkansas, testified on behalf of the Government. Correspondence between Mr. Zenor and the workers' organization, Plaintiff's Exhibit No. 25, pages

125-32, shows that there was considerable ill feeling between Mr. Zenor and Mr. Siemer, president of the workers' organization. Threats on the part of Zenor that unless he got the scale he desired, he would do things unpleasant.

On cross examination it developed that he had trouble with Mr. Neena, the former president of the workers' organization because in 1918 when the industry was under Government control, he had exceeded the Government's allotment of production.

Mr. C. E. Bartram, Jr., of the Buckeye Window Glass Company of Columbus, Ohio, called by the Government, testified (page 143) that he operated his plant during the first period, and that he was declined a wage scale for the second period.

On cross examination he stated (page 144) that there was not an ample supply of skilled labor living in Columbus and that he could not man his factory with men living in Columbus. That the price of window glass is established by the machine companies, that is the American Window Glass Company, and that the price established by that company stays until they change it.

Mr. Charles E. Bartram, Sr., of the same Company, called by the Government, testified (page 146) that prior to the adoption of the two-period plan, he generally ran seven and one-half months, and that in 1916 he ran about six months. "I could operate an average of seven and one-half months, from seven and one-half to eight months a year, until the men can comfortably work in the factory."

At this point the Government rested and the following colloquy took place between Mr. Patterson and the court:

"Mr. Patterson: May it please the court, counsel for the defendant are so clearly convinced that the elements of the case pleaded by the Government have not been made out that they are prepared to move the court to dismiss the bill filed in this case. I do not know, however, your Honor's preference in regard to such matters, whether you will care to take it up now or—

The Court: If I should overrule that and you would want to go forward with the testimony, I would overrule it without consideration and hear your testimony.

Mr. Patterson: That is, your Honor would prefer that we go ahead with your case?

The Court: If you have testimony, I prefer that you go ahead with your case." (Page 14)

TESTIMONY ON BEHALF OF DEFENDANTS.

Mr. H. L. Evarts of the Utica Glass Company, Utica, Ohio, testified that he operated his plant during the first period and expected to suspend operation at the end of that period.

"I approve of the two-period plan of operation. In my opinion, it is the only plan under present conditions that permits us to operate because of the shortage of labor, primarily. From all information we can gather, there is less than fifty per cent. enough men in the country to properly man the plants, and if everyone tried to operate at one time, it is only natural to say that we would be fifty per cent., at least, undermanned. The effect of running a factory fifty per cent. undermanned is that your expense would be prohibitive. You have a heavy fuel cost that goes on just the same whether you are fifty per cent. manned or a hundred per cent. manned or twenty-five per cent. manned. You also have your other overhead expenses, such as insurance, taxes, depreciation and so forth, which are

just the same whether you make a production or not. Your total cost on those particular items would be the same under the one or two-period plan, the insurance, taxes, depreciation and so forth. The fuel cost under the one-period plan is out of proportion to the labor cost. At our plant we will burn from a million to a million and a quarter feet of gas a day, and we would burn just the same. We have an old contract and we also have control of the local gas company that supplies most of our gas, and that contract calls for a $3\frac{1}{2}$ ¢ rate, but the gas we buy on the outside we have paid as high as sixty cents a thousand feet for it.

Q. It has been testified that a hand-blown window glass plant cannot run under the two-period system and make any profit.

A. Well, that is very easily shown that they can; we have done it. We have been in business, as I said, for nineteen years, and the past five years, four or five years, we have run on the two-period plan and we have never lost money yet.

Q. You prefer the two-period plan to the single period?

A. I certainly do under present conditions, as long as labor shortage is a fact in the country." (Pp. 147 and 8)

On cross examination Mr. Evarts testified (p. 149) that to operate a factory fifty per cent. undermanned is objectionable and disastrous.

On re-direct examination he stated (p. 149) that in his judgment the return to a one-period system would mean the ruin of the hand-blown plants.

Mr. Schlosstein of South Charleston, West Virginia, on behalf of the defendants testified (page 150) that he was president of the Dunkirk Window Glass Company and had been in business thirty-five years. That he had

worked under both the one-period system and the two-period system. That his factory is now operating during the first period and will cease operations at the end of that period.

Speaking from his experience, the most advantageous to the industry was the two-period system on account of the shortage of workmen. When he first moved to West Virginia, he was able at times to get out sixty to sixty-five per cent. of the factory's capacity until the two-period arrangement when he was able to secure a sufficient supply of workmen to get out maximum production. That the two-period plan is the most economical, and that it makes possible a larger production. Aside from the lack of adequate supply of labor, the shortage of fuel made it impossible to operate all the glass factories in his district at the same time (p. 151). There is generally more demand in the fall for glass than in the spring. As the buildings near completion the windows are put in and that is generally in the fall of the year, that the market for glass depends entirely upon the activity of the building industry, and that ninety per cent. of the glass goes into buildings that are in process of erection (p. 151). He testified to figures showing the lowered cost of manufacture under the two-period system (p. 151). The American Window Glass Company fixed the price in the window glass industry "and if we want to sell any glass we have to meet that price."

Mr. C. H. Harding of the Harding Glass Company of Fort Smith, Arkansas, testified on behalf of the defendants, that he was engaged in the glass business, all told, about forty-four years (p. 154). The two-period plan of operation met with disfavor at first, but when he was able to get plenty of men, which meant a good

production, he was satisfied. The cut in wages caused a shortage of labor (pp. 155, 156).

Mr. Harding testifies further that the price of glass was cut in April, 1921, and there was no work in the spring months because there was no sale of glass. The workers took a cut in their wages in order that the manufacturers might proceed to make some glass in the fall. The reduction which the workers took in their wages was twenty-eight per cent. Then came another cut in the price of glass followed by another cut in the wages amounting to a reduction from a dollar and a half to seventy-five cents a box. The factories were idle eight and one-half months. The cut in the wages and the long period of idleness had a bad effect on the men and caused a shortage of labor (p. 156).

The witness further testified and illustrated with figures that cost of production advanced when there is a shortage in labor (p. 156). That operation under the double period increases production and that the single period plan results in decreased production (p. 157), that the laborers are largely transitory.

Mr. Quertinmont, president of the Jeannette Window Glass Company of Point Marion, Pennsylvania, testified (p. 159) that he was in the glass business fifty-one years, that he worked under both the one-period and the two-period system and that at this time the two-period system is the best because of the shortage of men. In his judgment, the reason why the hand-blown window glass business is declining and may disappear is because of the shortage of workers due to the lowering of the price of glass by the American Window Glass Company, which the hand plants must follow in the matter of prices (p. 160), that that fact keeps the wages down to

such a point that workmen prefered to go into other industries. The witness also testified that he was at the head of a coal mine, and that many of the glass workers preferred to go into the coal mines (p. 160).

Mr. Smith, manager of the Clarksburg Glass Company of Clarksburg, West Virginia, testified in behalf of the defendants, that he has been manager for eight years and a worker for fifteen years. If a plant cannot be manned fully, it would run at a loss and no bank would advance it any money. That the heaviest cost is fuel and that it costs just the same whether one shop or thirty-six are in operation, the overhead being the same (p. 163), that the two-period plan produces more glass than the one-period, that he is in the second period and has had his fire started and he expects to spend about \$12,000 in getting his plant ready for operation.

Mr. Frank Bastin, president and general manager of the Blackford Window Glass Company, called by the defendants, testified that he had worked under both the one-period and the two-period system, and that in his opinion the two-period system is the most advantageous to the industry because it would be impossible to man the plants with the present supply of labor under a one-period system (p. 165).

Mr. Camp of the Interstate Window Glass Company, testified on behalf of the defendants that he was president of the Camp Glass Company and the Smithport Glass Company. That the Smithport Company was a machine plant, and that he is familiar with both the hand-blown and the machine operations. That under present labor conditions he could not see how any one could work under a one-period system (p. 165), that the moving of glassworkers from place to place has been his experience for fifty-two years in the glass business

(pp. 165-166). In his opinion nine-tenths of the cause of the apprentices dropping out and going to other occupations was the menace of the competition of the machine and that there was apprehension among the men and the manufacturers both that the machine would gradually supplant the hand-blown plants (p. 167). The fact that wages in other industries have remained steady while wages in the window glass industry have dropped is another cause why men drop out (p. 167).

Mr. Rolland, president and general manager of the Rolland Glass Company of Clarksburgh, West Virginia, testified that he has been in the glass business twenty-three years. That under the two-period plan he was able to have plenty of workmen, which was not the case under the one-period plan (p. 168). That during the cold weather the fuel was apt to be shut down, that there are five hand-blown window glass plants in Clarksburgh and not enough fuel to run all of them at one time (p. 168).

Mr. Joseph M. Neenan, formerly president of the workers' organization, and at the time of the trial manager of the United States Sheet Glass Company of Shreveport, Louisiana, a machine plant and a subsidiary of the Libbey Owens Window Glass Company, testified as to the origin of the two-period system (p. 168).

That in his experience in connection with the men and as head of the Workers' Union, it was his opinion that the marked decrease in the number of men working at the trade was due to their becoming discouraged because of the advancement of the machines and particularly by reason of the fact that following a long period of unemployment in 1921 when they were out of work from December, 1920, to September, 1921, they resumed

work at wages that represented a twenty-eight per cent. reduction (p. 171).

He further testifies on pages 175, 6 and 7 that the trades, particularly blowing, gathering and flattening, are hard; that because of machine competition, the conditions in the hand factories have been made much more difficult for the men since they have to produce more glass in order to successfully compete; that the window glass worker was a rover due to the conditions affecting the industry; that the exhaustion of the natural gas supplies compelled a moving of factories, resulting in the men being compelled to leave their homes to follow these factories; that the two-period method has driven no men out of the trade. With respect to the action of the Workers Association on referendum votes, they having on three occasions voted in favor of the one-period plan, he testified that in his opinion the men were dissatisfied by reason of the two reductions in the wages and perhaps felt that any sort of a change would be beneficial without giving the whole question serious consideration, and that as to the resolution presented by the Pennsboro Local, the two factories there did not operate because of fuel shortage and that that caused the discontent and the resolution.

Mr. John M. Siemer, President of the Workers Association, testified as to the location of the various plants and the arrangement of the periods (pp. 178-179). In his judgment under the one-period plan there is much more travelling because of the lack of stability in the industry (p. 180). That the Premier Resolution was not mandatory and that he did not attempt to effect a return to the one-period plan because the result would have been that none of them would have been efficiently manned (p. 180); that the cause of dissatisfaction

among the men was not the two-period plan, but the cut in the wages (pp. 180-181).

Edgar B. Robinson of Sandusky, Ohio, a worker and a member of the Workers Organization, testified that in his experience as a worker in the industry he had more weeks work under the two-period plan than under the one-period plan.

Mr. George H. Roselle, another worker and a member of the Workers Wage Committee, testified to the same effect (p. 187).

"My name is George H. Roselle; residence, Clarksburg, West Virginia.

"I am a member of the Wage Committee of the glass workers and have been in the industry since about 1894 or 1895.

"This period I am working at the Norwood Glass Company at Clarksburg, and purpose working the next period at the Clarksburg Glass Company. They are two separate plants.

"Q. In the summer last past, as a member of the Wage Committee will you tell the Court why you did not try to effect a return to the one-period plan, in view of the fact that your members had o.k.'d the Premier Resolution?

"A. Well, because we knew we couldn't man the plants if all of them started at the same time. Of course economic conditions had been injected into the business by the advent of the machine, and we believed that the one-period system, if all factories would start at once, with the men we have available, it would be demoralizing to the industry. In my opinion this is what would happen: the factory would start in fully manned, or probably not half-manned, some of them, and they would go into their factories dissatisfied not getting production, and they would start to pay bonuses and guarantees,

and about the time they saw they were losing money on that proposition, probably the fellow that did not have the money to put into the machine would quit the business, and the man that had an up-to-date plant, with probably 250 or 300 thousand invested, would quit before he went broke and put in the machine, and thereby we would lose a trade that we have practically spent the best years of our lives learning. That was my sole reasons."

It was stipulated that the other members of the Wage Committee of the window glass workers were in court and would testify to substantially the same effect as members Rozelle and Robinson. (Record p. 188.)

President Siemer further testified (Record p. 178) that there were only four plants east of the Mississippi River so located as to require the men to leave the city they were working in in order to effect a transfer of their labor to these plants on the starting of a new period under the two-period plan.

President Siemer (Record p. 180) gave the following statement in explanation of the failure of the representatives of the union to negotiate for a return to the one-period plan after the members of the union had passed the Premier Resolution by a majority vote requesting their officers so to do:

"I did not, as President of the organization, in view of the Premier vote of about two to one for a one-period plan, attempt to effect a return to the one-period plan because I believed it was an economic absurdity to attempt to operate the number of available plants with the amount of labor available. If the attempt had been made to execute such a plan and put in into effect, I believe that while in all probability most of the plants would have gone into operation under the scale, the result would have been that none of them would have been effi-

ciently manned and there would have been a competition for the services of our members which would have become so intense that the great majority of them would have had to have given up the struggle in a very short time, because of their inability to get sufficient production to meet the necessarily fixed cost of operation.

"This Wage Committee which negotiated this present plan is elected by the members by referendum ballot for two years. There are two members from each trade elected in alternate years, one elected each year.

"The Premier resolution was not mandatory. It simply expressed a wish or desire of the membership to eliminate the two-period plan of operation, which previously had been a two-period with an intermission of from three to six weeks between the two periods, and there was considerable opposition and objection to that because, for instance, a member going from this section of the country where I told you the bulk of our membership lived—Ohio, Indiana or New York, would go to the southwest section of the country and it would be necessary for him to lay idle for three or four or six weeks during this winter, the most favorable time of the year to operate, and we believed that by the elimination of that it would meet with the wishes of the membership inasmuch as it was only one continuous period of employment. We effected that by stopping the 27th and starting the 29th. The Premier resolution also called for the abolishing of the four-shift plan of work. The membership objected to the four-shift plan; the men worked only thirty hours and consequently their earnings were cut down one-third, and it did not leave him sufficient earnings to justify him leaving his home and going into the factories, and he protested against that short period of employment, and we eliminated that for that reason, because it would give him then a

greater weekly wage and be an inducement for him to leave the employment which he almost universally had during the summer time and come into the factory in the fall, and it met with that part of that resolution.

"When the members previously voted on the question of operating in periods they were receiving—the blowers were receiving an average wage of a dollar and a half a box for a hundred foot box. When they voted the second time on the period proposition they were receiving an average of seventy-five and a fraction cents per box, single strength. Double strength would be in proportion the same.

"The men wanted a change; the basis of their dissatisfaction really was the low rate of earnings.

"Following the war we took a second reduction in February, 1922; I believe we took a thirty per cent reduction, and I believe the men in the machine industry remained approximately 20% above that. If my memory serves me right there was a differential—I can't recall now—that is a differential in the amount of bonus—amount paid the cutter and flattener per box, but it does not necessarily mean a difference in weekly earnings.

"I have compiled a list of the plants which have expressed an intention to operate in the period to start next Monday, together with their pottage. There are 28 plants on the list with a 981 pot capacity. The pottage capacity of the plants now running that are said to be undermanned by some two hundred and sixty-two men is 990, approximately the same. The number of blowers available this period is 909. The man power restricts pottage capacity to 909 at present."

ARGUMENT.

Appellants rest their case upon five basic propositions:

First, that the Wage Scale under attack which provides for a two-period plan of operations whereby one-half the factories operate the first half of the working year and the other half of the factories operate the second half of the working year has not curtailed or in any way lessened the production of hand-blown window glass and has, therefore, not restrained trade;

Second, that the creation of the two-period plan is a reasonable and necessary regulation due to the fact that there is only available a labor supply sufficient to operate one-half the factories, so that the operation of the two-period plan imposes a regulation of the operation of the factories and a rationing of the labor necessitated by the shortage; in short that the two-period plan is the legitimate outgrowth of the peculiar business conditions confronting the industry and, therefore, a reasonable and legal regulation.

Third, that the wage scale does not bind a factory to operate during only one period but in effect fixes the period of time during which the workers in the industry will work for one group of factories and the period of time during which the workers will work for the second group. To prevent the workers from so rationing their labor denies them a right to freedom of contract in respect to their services guaranteed to them by the Fifth Amendment to the Constitution of the United States;

Fourth, that the right to negotiate a wage scale is one of the rights guaranteed to a labor union by Section Six of the Clayton Act permitting the existence and operation of labor unions without being guilty of violating

the anti-trust laws in so doing. The chief function of a labor union is the fixing of a wage scale covering periods of labor and wages. If the fixing of this scale is deemed a restraint of commerce, the right of labor to form and operate the labor union becomes an empty right and the Sixth Section of the Clayton Act is in effect vitiated and the benefits conferred by the act taken away; and

Fifth, that the wage agreement in question involves manufacture only and not interstate commerce and is, therefore, beyond the regulatory power of Congress.

Counsel will proceed to the discussion of these points in their order.

I.

CURTAILMENT OF PRODUCTION.

The heart of the Government's bill (Record p. 7) charges a substantial curtailment of production and suppression of competition as to quantity of hand-blown window glass, thereby effecting a restraint in interstate trade in the commodity. It is evident from a reading of the bill of the Government that a failure to prove a curtailment and lessening of production leaves the Government, as an elementary proposition of law, without a case under the bill in issue. Let us, therefore, proceed to an examination of the facts on this point.

An analysis of the Government's case as found in the record and as epitomized in the preceding digest in this brief under the heading, "Testimony on behalf of the Government," shows that the Government did not even attempt to prove that the two-period plan of operation had curtailed production below the figure that had been produced, or was economically possible to produce, under the one-period plan.

The failure of the Government to offer proof on this point to sustain its bill is reflected in the opinion of the Court below as found at page 37 of the record, when he says that he cannot regard the allegation that the total production of window glass has not been diminished, as having been proven, the Court stating, "It does not appear that production is not curtailed." Since when has the burden been upon the defendants to disprove the allegations of the Government's bill not proved by the Government?

A reading of the record will disclose the fact that the epitome contained in this brief of the Government's case is correct and the record is barren of any evidence tending to show that less hand-blown window glass is being produced with the available labor supply under the two-period plan than has been or would be produced under the one-period plan. The undisputed facts in the record can be marshaled briefly to show that there has been no curtailment or lessening of production.

A brief resume of the nature of the industry is necessary to a determination of the question of volume of production.

Witness Neenan, for many years president of the defendant workers union, testified (Record p. 171) that the Federal Government during the war period requiring coal conservation fixed 1263 boxes per pot as fifty per cent of the normal pre-war production. In other words, the normal pre-war production had been 2526 boxes per pot per annum. (A pot is the unit of production consisting of a blower and his helpers, to-wit: flatteners, gatherers, and cutters. The blower is the unit of production in the industry and the productive capacity of the hand-blown industry rests primarily upon his

physical prowess and skill.) (See Record pp. 86, 183, 381.)

It is in evidence that the number of pots in operation in the season of 1921 and 1922 was 1050. (Record p. 183.) We now have before us the figures showing 1050 blowers in the industry in 1921 and 1922, and the figures showing that 2526 boxes per blower per annum was the normal pre-war production under the one-period plan. Under the one-period plan it is evident that the total production would be found by multiplying the two figures and would result in a production of 2,652,300 boxes; whereas, in fact, there were actually produced during the season of 1921 and 1922 under the two-period plan 2,679,702 boxes, an excess of twenty-seven thousand boxes over the figure that would have been produced under the pre-war one-period plan. (See Record p. 117 as to volume produced during 1921 and 1922.)

Counsel submits that these figures in the record are undisputed and conclusively prove that more glass was made per blower under the two-period plan last year than would have been made under the one-period plan. This calculation conclusively repudiates the charge that the two-period plan restricts production.

The charge is further refuted in the statement of President Siemer (Record p. 183) that the productive possibility of the industry hinges around the blower, that a fair week's average for a blower is one hundred boxes and that, therefore, the number of blowers multiplied by the number of boxes the blower makes per week, to-wit, one hundred, multiplied by the number of weeks he works arbitrarily and absolutely fixes the productive capacity of the industry. It is apparent from this statement that as long as the blower works, it matters

not whether he blows in one factory the first half of the year and in another factory the second half of the year, the result will be the same, to-wit, one hundred boxes of glass for every week he works. It is established that the wage scale in this case was so fixed that the second period followed immediately upon the end of the first period, one period ending the 27th and the next period starting the 29th. (Record p. 180.) It is, therefore, conclusively established that there was no stopping of industry, but merely a transfer of labor which could have no effect upon the productive capacity of the blowers transferred.

The standardization of production in this industry is further attested by a second observation from the above figures. 1050 blowers making 100 boxes a week, working twenty-eight weeks, (the period of work during the last season) would make a volume of glass equal to the sum reached by multiplying the three figures, to-wit, 2,940,000 boxes. There were in fact produced 2,679,702 boxes; so that the full productive capacity of the men was attained minus about 262,000 boxes. This slight difference is accounted for by the obvious fact that all of the blowers, from sickness and the usual causes of human existence, did not work every week and the further fact that some of the factories did not work the full period owing to lack of demand for their product. (Record p. 186) The irrebuttable conclusions drawn from the above figures take from the realm of conjecture the comparison of the productivity of the two plans and establish the fact that the production under the two-period plan has at least equaled the production under the one-period plan. This being true, the legs, so to speak, are cut from beneath the Government's case and a curtailment of production is not shown.

It may be contended by the Government that even if the blowers actually in the industry are producing as much glass under the two-period plan as they did under the one-period plan, that, nevertheless the total glass produced is being lessened due to the fact that the two-period plan has driven blowers out of the industry and thereby decreased the production of glass. This point might be well taken by the Government if there were any proof in the record to sustain the claim. Former President Neenan (Record p. 171) explains the decrease in the members of the union in the following language:

"Wages dropped from their peak in 1920, at which time they were a dollar and a half, down to as low as seventy-five cents per box of one hundred.

"From my experience in connection with the men and as head of the workers' union I think that the marked decrease in the number of men working in the trade was due to the fact that men have become discouraged because of the advancement of the machines, and particularly discouraged by reason of the fact that following the long period of unemployment of 1921, when they were out of work from December, 1920 until September, 1921, and then could only find employment after accepting, I think it was a 28% reduction,—I think that had a demoralizing and discouraging effect."

The officers of the defendant union explain that the marked decrease in the number of men in the trade was due to a variety of causes, including the increased pressure and severity of the work following the advent of machine competition, the prospect of lower wages as a result of cheaper machine-made glass, the long period of unemployment in 1921, and the reduction in wages reaching as high as fifty per cent. (Record pp. 91, 167, 171, 175.)

Former President Neenan answers the question of the trial court as to the effect of the two-period plan on the labor supply in the following language: (Record p. 176)

"The Witness: I do not believe that the two-period method has driven any one out of the trade, and my reason for that is that in lining the factories up, I tried always, where there were two plants in one town, to have the plants in a separate period so the men could remain, and I think there has been less necessity for traveling since the two-period went into effect than before.

"The Court: How is that possible except in those places where there are two or more factories in one town and in which they are classified in different periods? How can it be possible that a glass worker can follow his trade with less traveling or without traveling at least half of his time?

"The Witness: For the reason, I believe, with the exception of four companies east of the Mississippi, there are two plants in every town.

"The Court: Which four companies are those?

"The Witness: I just can't recall, but Columbus is one. Utica is one, now. Danville, Illinois, is another, and Cameron, West Virginia. And in Cameron the factory there is located near Manniken.

"The Court: You think that if they went to work they can work without being charged with the burden of traveling away from home to any great extent?

"The Witness: I believe it is possible."

It will be noted from the above colloquy that the two-period plan is not requiring more travel on the part of the men than before.

The record shows that the men on several occasions endorsed the two-period plan as it had been in operation. (Record pp. 89, 90.)

Secretary Reynolds testified (Record p. 90) that under the one-period plan the records of the workers' association showed that the plants never operated any longer than twenty-eight weeks and as low as twenty-two weeks; whereas the two-period plan provided as high as thirty-eight weeks' continuous operation by the men and provided thirty-four weeks during the last operating year. The reason for the change in the vote on the part of the men against the two-period plan was explained by former President Neenan in the following language: (Record p. 177.)

"The Witness: Well, I think that perhaps the men were dissatisfied by reason of the two reductions in the wages that were made effective recently, and perhaps felt that any sort of a change would be beneficial without perhaps giving the whole question serious consideration."

It is apparent that there was an absolute failure upon the part of the Government to show that the two-period plan had driven men out of the industry. On the contrary, the evidence clearly showed that up to the present year the men had endorsed the plan, that there are only four factories existing which require the men to change their place of abode in shifting from one period to the other, and that the men are doing less traveling now than before and are getting a longer working year. It is in evidence (Record p. 186) that the laborers have always tried to get more work than the manufacturers could supply on account of the market conditions, so that the intent of the defendant labor union has been to provide as much work as possible for its members, not to restrict production.

Counsel confidently submits a failure on the part of the Government to prove a restriction of production or to prove that the two-period plan has driven men out of the industry thereby lessening the volume of production. As a matter of law, this failure of proof entitles the defendants to a dismissal of the Government's bill for the reason that the Government has failed to prove the allegations of its bill. This is an elementary proposition of law that need not be sustained by authorities.

The principle of damage to the public interests without which the acts or combinations are not in violation of the Sherman Act is well laid down in the case of *Nash vs. The United States*, 229 U. S. 376, as follows:

"Only such contracts and combinations are within the act as by reason of intent or the inherent nature of the contemplated acts, prejudice public interests by unduly restricting competition or unduly obstructing the course of trade."

Counsel submits that a finding to the effect that the two-period plan has not been a means used to lessen or curtail production must inevitably result in a dismissal of the complaint of the Government.

II.

THE TWO-PERIOD PLAN IS A REASONABLE REGULATION.

The labor situation confronting the industry is briefly and graphically described by the following facts: There are sixty-five plants requiring 5,758 men to man them, whereas there are available in the industry less than half the men needed, to-wit, 2,337 men. (Defendant Workers' Exhibit Number 6, Record p. 385.) In the period during the fall of the year, 1922, the factories working had a pottage capacity of 990, requiring

990 blowers, whereas there were only 909 blowers available. The factories preparing to start work in the spring period of 1923 had a 981 pottage capacity, requiring 981 blowers with only 909 available. It is conclusively established by these figures that there are not enough men in the industry to fully man half the factories. If all the factories ran, a chaotic condition would ensue in which no factory would have a full complement of men. It is not possible for the hand-blown factory to compete with the cheaper operated machine factories unless fully manned. The dying nature of the industry is graphically portrayed by Witness Quertinmont in the following language: (Record p. 160)

"I am now building a tank for a machine plant at Fairchance, Pa. I have investigated the relative costs of producing glass by machine and by hand. This is a system which is called the Forcauld system. Forcauld is a Belgian engineer, and he can produce a box of glass for \$1.60 or \$1.65 while by hand it costs about \$3.25 to \$3.50. It is my view that the hand-blown industry is going down very rapidly on account of the shortage of men. I suppose the machine industry could completely take its place if they wanted to. The only thing that we should do is to try and make the best glass we can in order to try and compete on the market with the machine, that is in point of quality.

"The reason I say that the business is declining and may disappear is because of the shortage of working men, which, in my belief, has been created by the lowering of the price of glass by the American. We must follow them. We are under their guide. That is, they are the boss of the situation, and what price they make we have to follow. That, I think keeps the wages down to such a point that the workmen prefer to go into other lines of industry and machine factories and so forth. That is

what I see in my own town operation. I am also at the head of a coal mine, and they work there and make more money, and I have to go and pray them to come and work in the factory, with the understanding that as soon as they get through the period I would give them a chance to go back to the mines and give them their jobs back. That is at the Quertinmont Glass Company. I have only one factory there, but I have two in one period. And when he is finished up, we put them in the mine. When the one period is closed, we put them in the coal mine at the Quertinmont. We close up and he goes back to the mine. But we are rather peculiarly situated at the Jeannette mine because my factory is situated in such a hamlet there is no chance for those men to go over there; it is a small place, and then they would have a mile and a half to walk on a bad road, dirt road, and during the snowy season they don't like to go up there, and I am very short of men there.

"I said that the low price of glass is due to the fact that the American fixes the price, and they fix it as they will. It can do that because it can manufacture more cheaply than the hand plants. The American having depressed the price of glass, we have to depress the price of our labor. When we depress the price of our labor, our workmen leave for more profitable employment. When our workmen leave for more profitable employment we would have to give up the hand-blown industry, because we have no men to run it. The whole trouble traces back to the basic trouble that the machine can make glass more cheaply than the man. In that the whole history of the industry is summed up."

This full and concise statement, likewise, is applicable to the contention of the Government treated in Proposition Number One that the two-period plan is driving men out of the industry.

Witness Schlosstein, a manufacturer, takes the question of the necessity of a fully manned plant out of the realm of conjecture and gives the absolute production figures in respect thereto. He shows, (Record pp. 153, 154) that his factory ran only seventy-five per cent full as to men under the one-period plan and runs one hundred per cent full under the two-period plan. He shows that it takes 2800 cubic feet of natural gas to make a fifty foot box of glass when the plant is seventy-five per cent manned and 1900 cubic feet of gas when the plant is fully manned, a saving of 900 cubic feet per box. If a manufacturer made 45,000 boxes and gas cost thirty cents a thousand, the saving by being fully manned would be approximately \$12,000.00, a sum representing the difference between success and failure for a moderate size plant, especially in view of the ability of the machine factory to manufacture more cheaply than the hand-blown industry. It is undisputed that the fuel cost of maintaining the blasts is the same whether the factory is running fully manned or fifty per cent manned. (Record pp. 147, 163.) One witness aptly describes the question of fuel with the words, "It would cost you just the same whether you have one shop or thirty-six." (Record p. 163.)

Epitomizing the undisputed facts above set forth, the industry is confronted with a situation in which the available supply of labor is not quite sufficient to run half the plants. If the plant is under-manned, approximately a thousand cubic feet of gas are wasted in the manufacture of a box of glass, a suicidal loss in the face of the competition of the more efficient machine industry. Confronted with this dilemma, the manufacturer and the laborer are working under the two-period plan as a creature of necessity, not artifice. The manufac-

turer knows he must run fully manned or fail; the labor union knows that it cannot fully man the plants and that as the under-manned plants fail, the hand-blown industry dies forever.

Witness Rozelle, a member of the laborers' wage committee, graphically paints the picture confronting the laborers in the following language (Record, p. 187): (It should be borne in mind that he is not a hired representative or official but an actual laborer attempting to negotiate terms and conditions for the industry that he himself works in.)

"Q. In the summer last past, as a member of the Wage Committee will you tell the Court why you did not try to effect a return to the one-period plan, in view of the fact that your members had o. k'd. the Premier Resolution?

"A. Well, because we knew we couldn't man the plants if all of them started at the same time. Of course economic conditions had been injected into the business by the advent of the machine, and we believed that the one-period system, if all factories would start at once with the men we have available, it would be demoralizing to the industry. In my opinion this is what would happen: the factory would start in fully manned, or probably not half-manned, some of them, and they would go into their factories dissatisfied not getting production, and they would start to pay bonuses and guarantees, and about the time they saw they were losing money on that proposition, probably the fellow that did not have the money to put into the machine would quit the business, and the man that had an up-to-date plant, with probably 250 or 300 thousand invested, would quit before he went broke and put in the machine, and thereby we would lose a trade that we have practically spent the best years of our lives learning. That was my sole reason."

The above facts fairly describe the situation due to labor shortage because of which the two-period plan has been kept in force. Confronted with this shortage, what more reasonable plan could be devised to keep the industry alive, fully manned, and not subject to the chaotic conditions that would ensue but for the two-period plan?

It surely is not the intent of the Sherman law to bar all regulation. The principle is stated in the *United States vs. Reardon*, 191 Fed. 454, that,

"Regulation of trade is not restraint of trade. On the other hand, regulation of trade may be the very thing which secures freedom of trade. Take, for instance, the great lines running Atlantic steamers into Boston while they are running their steamers in here they find there is lack of outward freight while there is a surplus of outward freight at New York, and they combine among themselves to regulate the sailing of their steamers, so as to get more steamers at New York and fewer at Boston. That is regulation. Did anybody ever suppose that that was restraint of trade in any proper sense of the word? * * * Therefore, something more than mere regulation is necessary, particularly as the indictment does not show whether or not by regulation they cut down prices or enhanced them or had any power to divide up the territory so as to obtain a monopoly of any part thereof. * * *"

The principle is laid down in 6 R. C. L., p. 789, that,

"No better test can be applied to the question whether a particular contract is reasonable than by considering whether the restraint is such only as to afford a fair protection to the interests of the party in favor of whom it is given, and not so much as to interfere with the interests of the public."

The text goes on to state that no defined rules exist for ascertaining the injury to the public, but that this question must be determined from a practical consideration of the circumstances of each case. Counsel takes the liberty of referring to this text book authority because of the soundness of the rule set forth.

Wherein has it been shown by the Government that the public has been damaged or that the two-period plan is a potential instrumentality for damage? Reference is here made to the case of *Nash vs. The United States, supra*, as well as the following long line of cases in which this Court has laid down the rule of reason.

The Standard Oil and Tobacco Cases, 221 U. S. 1,
221 U. S. 106;
U. S. vs. St. Louis Terminal, 224 U. S. 383;
Standard Sanitary Manufacturing Company vs. U. S., 226 U. S. 20;
U. S. vs. The Union Pacific, 226 U. S. 61;
U. S. vs. Reading, 226 U. S. 324;
Eastern States Lumber Association vs. U. S., 234
U. S. 600;
Chicago Board of Trade vs. U. S., 246 U. S. 231;
U. S. vs. The United States Steel Corporation,
251 U. S. 417.

The opinion of this Court in the *Board of Trade* case, *supra*, at page 238 applies, with telling force, to the regulation imposed by the two-period system. The language follows:

"But the legality of an agreement or regulation cannot be determined by so simple a test as whether it restrains competition. Every agreement concerning trade, every regulation of trade, restrains. To bind, to restrain, is of their very essence. The true test of legality is whether the re-

straint imposed is such as merely regulates and perhaps thereby promotes competition, or whether it is such as may suppress or even destroy competition. To determine that question the court must ordinarily consider the facts peculiar to the business to which the restraint is applied; its condition before and after the restraint was imposed, the nature of the restraint, and its effect, actual or probable, the history of the restraint, the evil believed to exist, the reason for adopting the particular remedy, the purpose or end sought to be attained, are all relevant facts. This is not because a good intention will save an otherwise objectionable regulation, or the reverse; but because knowledge of intent may help the court to interpret facts and to predict consequences."

Counsel submits that a decision as to the legality of the two-period plan regulation could well be reached by an application of the exact standards and measures laid down in the foregoing case. Sentence by sentence, they apply to the two-period plan at issue in the case at bar. The facts peculiar to the business in the case at bar are the labor shortage; the condition before and after the two-period plan is reflected in the testimony showing that the two-period plan fully mans the factories whereas the other did not; the actual effects of the plan are visible in this case and the probable effect need, therefore, not be sought; the history of the plan; and the evil aimed at are all before the court. There is not an iota of evidence tending to show intent on the part of the defendant workers to restrict. Witness Reynolds testifies (Record, p. 91) that when there was an over supply of labor in one of the periods another plant was put in operation to absorb the labor. Witness Robinson (Record, p. 186) testifies that the workers have always tried to get more work than was offered.

The salient point in the case that must not be lost sight of from the standpoint of the workers is the fact that all work is done on the piece basis, each man being paid in accordance with the number of boxes produced. (Record, pp. 114, 118) Here we find no standardization of workers, no placing of the slow incompetent worker on an equal-pay basis with the speedy, industrious worker; each is paid according to the measure of his production. What conceivable reason could exist to cause the workers to restrict production and thereby cut down their own pay?

The two-period plan is a reasonable plan that is an unavoidable outgrowth resulting from the labor shortage and as such comes within the rule laid down in *U. S. vs. Reading*, 183 Fed. 427, to the effect that "Agreements which are the legitimate outgrowth of peculiar business conditions are permitted."

In determining the reasonableness of an agreement under attack as violating the Sherman Act the purpose or intent which impel the acts complained of is always a controlling factor. See,

U. S. vs. Knight, 156 U. S. 1, 17;

Anderson vs. U. S., 171 U. S. 604, 615-616;

Swift & Company vs. U. S., 196 U. S. 375, 396-397;

Standard Oil vs. U. S., 221 U. S. 1, 60;

U. S. vs. The American Tobacco Company, 221 U. S., 106, 179;

U. S. vs. The St. Louis Terminal, 224 U. S., 383, 394-395;

U. S. vs. The Union Pacific Railroad, 226 U. S., 61, 179;

Nash vs. U. S., 229 U. S., 373, 376;
Chicago Board of Trade vs. U. S., 246 U. S., 231,
238;
U. S. vs. Steel Corporation, 251 U. S., 417, 461;
*United Mine Workers of America vs. Coronado
Coal Company* (June 5th, 1922).

Whether or not any plan savoring of a regulation is reasonable, depends upon the circumstances in each case as this Court stated in the *Chicago Board of Trade* case, *supra*. The facts in this case speak for themselves and paint their own picture beyond power of argument to add thereto.

The reasons above referred to by defendant worker Rozelle graphically describe the industrial situation in the window glass industry out of which situation the two-period plan was a legitimate outgrowth. Labor had to be divided into two parts in order to fully man the factories and the factories had to be fully manned in order to survive. No evil intent to monopolize, to kill competition, to lessen production, or to increase prices has been shown. Failure so to do conclusively shows that no damage can be done the public interests. Therefore, the regulation in the form of the two-period plan entered into between the workers and the manufacturers, to regulate their own industry is a legal, necessary and reasonable regulation that has not damaged the public and is, therefore, not illegal and does not violate the Sherman Act.

The rule is laid down in *National Fireproofing Company vs. Mason Builders' Association*, 169 Fed. 259, found at 26 L. R. A., N. S., 148, 155 that,

"The essential question is whether the object of the combination is to do some injury to others

or to exercise rights of the parties for their own benefit."

Counsel inclines to the opinion that this rule lays down the ultimate, final and controlling measure by which every combination alleged to violate the Sherman Act will be judged. Counsel submits that the two-period plan, judged by both intent and effect, has been a regulatory measure designed to stabilize and was not intended to and has not resulted in damaging the public or any part thereof. If it be established that the plan was entered into in the exercise of the rights of the parties for their own benefit, the fact that its operation incidentally injured third persons or the public would not suffice to make the plan illegal. Authority for this last statement is found in the following language of the court at page 155, 26 L. R. A., N. S., in the *National Fireproofing Company vs. Mason Builders' Association, supra*, in the following language:

"An agreement entered into for the primary purpose of promoting the interests of the parties is not rendered illegal by the fact that it may incidentally injure third persons."

Counsel relies upon the fact that the two-period plan has not injured the public as a class nor third persons and is legal for that reason, and would also be legal even had incidental injury been suffered in the legal promotion of the legitimate interests of the parties.

III.

DOES THE FIFTH AMENDMENT TO THE CONSTITUTION BAR THE GOVERNMENT FROM DESTROYING THE LABOR UNION'S RIGHT TO OPERATE UNDER THE TWO-PERIOD PLAN?

The bill of the Government is based on the presumption (Record, pp. 6, 7) that a wage scale contract has been entered into between the parties which legally binds the manufacturer who works during one period to close his factory during the second period. A reading of the wage scale (Record, p. 344) shows that the scale imposes no legal obligation whatsoever on the manufacturer to refrain from operating his factory during the period for which he is not granted a scale. It is clearly his legal right to operate during both periods if he can man his plants. The scale simply defines the period during which the members of the worker's union agree to work for him. The evidence shows (Record, p. 91) that if there was an over-supply of labor for the factories running during a given period, efforts would be made by the union to induce other factories to start operation to the end that the available labor supply would be absorbed. Bearing in mind that the wage scale is not, in legal effect, an agreement whereby the manufacturer agrees not to operate during the period not covered by the scale, and further bearing in mind the fact that the scale in effect simply defines the period during which the laborers will work for a certain manufacturer, we are confronted with the underlying question in this case, namely, have the laborers the right to contract and prescribe the period during which they will work for a given manufacturer?

Counsel asserts that the right so to do is preserved to the laborers under the right of freedom of contract guaranteed by the Fifth Amendment to the Constitution. When the worker assumes to say that he will work for a given employer during part of the year provided the employer will agree not to operate his plant during the remainder of the year, the worker is not alone contracting with reference to the terms and conditions of his own employment but is seeking to bind the manufacturer during the period when he is not employed and beyond the interests of his own employment. Such an agreement would undoubtedly be contrary to public policy and violative of the Sherman Act. When the laborer merely sets forth the period of time during which he, himself, will work, we submit that he is exercising a function without which he is either barred from selling his labor or reduced to involuntary servitude. The Government, in effect, in seeking to destroy the two-period plan is attempting to force the laborers by a judicial order to work for one plant during the entire year and to prevent the laborer from transferring his labor from one factory to another at the end of a given period. We submit that the laborer has an inalienable right to fix the number of hours per day, the number of days per week, and the number of weeks per year that he will work and in so doing to say for whom he will work. Presumably, any time a laborer shortens the hours of his working day, he is lessening production and to some extent restraining trade. His primary intent in so doing is to improve his working conditions, a justifiable and legitimate purpose, which renders the restraint reasonable and not contrary to law. If this were not the rule every effort of laborers in combination to secure shorter working hours would violate the Sherman Act and be illegal.

In the case at bar we think it has been conclusively established that no restriction has been effected by the two-period plan but if it had we think the authorities sustain the proposition that the restraint would be purely incidental and a consequence growing out of the exercise of a clear legal right, and, therefore, not illegal.

It has always been an elementary principle of common law that when the chief object of the parties was a legitimate transaction out of which a restraint incident thereto developed, that the restraint was considered reasonable and not illegal. This principle has been recognized in the long line of decisions under the Sherman Act and has been adopted in the following cases:

- Arthur vs. Oakes*, 63 Fed. 310, 319, 327;
- National Fireproofing Company vs. Mason Builders' Association*, 169 Fed. 259, 269;
- National Protective Association vs. Cumming*, 170 N. Y. 315, 324, 334;
- The Grassi Contracting Company vs. Bennett*, 160 N. Y. Supp. 279, 284 (Appellate Division);
- Wunch vs. Shankland*, 69 N. Y. Supp. 349 (Appeal dismissed 170 N. Y. 573);
- Pickett vs. Walsh*, 192 Mass. 572;
- Clemitt vs. Watson*, 14 Ind. App. 38;
- Jetton-Dekle Lumber Company vs. Mathew*, 53 Fla. 969;
- Longshore Printing Company vs. Howell*, 26 Ore. 527;
- Bowen vs. Matheson*, 14 Allen (Mass.) 499.

A statement of the principle of law that labor is entitled to say for whom, when, how long, and under what conditions it will work seems so elementary as

not to require the support of authorities. In brief support of the above principle contended for, reference is first made to the much-quoted case of *Allgeyer vs. State of Louisiana*, 165 U. S. 832. The court says at page 835 in the opinion that:

"The liberty mentioned in that amendment means, not only the right of the citizen to be free from the mere physical restraint of his person, as by incarceration, but the term is deemed to embrace the right of the citizen to be free in the enjoyment of all his faculties; to be free to use them in all lawful ways; to live and work where he will; to earn his livelihood by any lawful calling; to pursue any livelihood or vocation, and for that purpose to enter into all contracts which may be proper, necessary and essential to his carrying out to a successful conclusion the purposes above mentioned."

The amendment referred to in the opinion is the Fourteenth Amendment guaranteeing the individual from deprivation by any state of life, liberty, or property, without due process of law, the same right guaranteed to him by the Fifth Amendment against aggression from the Federal Government, judicial or legislative.

Tiedeman in his work on "*State and Federal Control of Persons and Property*," quotes Cooley with approval at page 939, volume 2, as follows:

"It is a part of every man's civil rights that he be left the liberty to refuse business relations with any person whomsoever, whether the refusal rests on reason or is the result of whim, caprice, prejudice, or malice. With his reasons, neither the public nor third persons have any legal concern. It is also his right to have business relations with anyone with whom he can make contracts, and if wrongfully deprived of this right by others, he is entitled to redress."

In defining the word "liberty" as found in the Fifth and Fourteenth Amendments, the court uses the following language in the case of *In re Jacobs*, 98 N. Y. at page 106:

"Liberty, in its broad sense as understood in this court, means the right, not only of freedom from actual servitude, imprisonment or restraint, but the right of one to use his faculties in all lawful ways, to live and work where he will, to earn his livelihood in any lawful calling, and to pursue any lawful trade or vocation. All laws, therefore, which impair or trammel these rights, by limiting one in his choice of a trade or profession or confines him to work or live in a specified locality or excludes him from his own house or restrains his otherwise lawful movements (except such laws as may be passed in the exercise by the legislature of the police power which will be noted later) are infringements upon his fundamental rights of liberty which are under constitutional protection."

In the case of *Butchers' Union vs. The Crescent City*, 111 U. S., 746, Justice Field says in the course of his opinion:

"That among the inalienable rights as proclaimed in the Declaration of Independence is the right of man to pursue any lawful business or vocation in any manner not inconsistent with the equal rights of others which may increase their property or develop their faculties so as to give them their highest enjoyment. The common business and calling of life, the ordinary trades and pursuits which are innocent in themselves and have been followed in all communities from time immemorial, must therefore be free in this country to all alike upon the same terms. *The right to pursue them without let or hindrance except that which is applied to all persons of the same age, sex and condition is a distinguishing privilege of the citizens of the United*

States and an essential element of that freedom which they claim as their birthright." (Emphasis is that of counsel.)

In the case of the *State of Wisconsin vs. Kreisberg* in 58 L. R. A. the court uses the following language at page 751:

"A man's right not to work or not to pursue a particular trade or calling or to determine when or where or with whom he will work is in law a right of precisely the same nature and entitled to just the same protection as a man's right to trade or work."

In the same case at page 755 the court says:

"Liberty includes, not only the right to labor, but to refuse to labor, and consequently the right to contract to labor or for labor and to terminate such contracts, and to refuse to make such contracts."

Applying the above principles of law to the two-period plan it is obvious that under our Constitution the Government has no power to force labor to agree to work for all the manufacturers during a fixed period and no power to prevent labor from determining that it will work for a given number only of the manufacturers during a fixed period, in this case one-half the factories in the industry, during a given period.

Counsel insists that the effect of denying labor the right to ration its supply by means of a two-period plan when there is a labor shortage denies labor the right to determine for whom it shall work and thereby, for all practical purposes, forces labor to work for certain employers contrary to its wish, a condition of quasi involuntary servitude forbidden by the Thirteenth Amendment.

The principle contended for is stated by the court in the course of its opinion (*Erdman vs. Mitchell*, 63 L. R. A., p. 538) in the following words:

"He must have the unrestricted privilege of working for such employer as he chooses, at such wages as he chooses to accept. This is one of the rights guaranteed him by our Declaration of Rights. It is a right of which the legislature cannot deprive him, one which the law of no trade union can take from him, and one which it is the bounden duty of the courts to protect."

The application of the principle last stated makes it impossible for a court to decree that laborers may not provide that they will work for a certain employer during the first half of the year and another employer during the second half of the year. This is all the two-period plan amounts to.

Let us assume a somewhat parallel case in which various building contractors have buildings under construction requiring the services of double the number of bricklayers available in the community. The bricklayers are naturally interested in enabling the contractors with whom they have had past business dealings to complete their work. The bricklayers therefore determine that they will work for one-half the contractors one day and the other half the next day in order that progress may be made by all and no work completely stopped. Is it advisable or permissible for the courts to step in and prevent the bricklayers from so doing?

This question presents a very vital problem for determination. Counsel insists that the right of labor to ration or apportion its supply, especially in cases of shortage, as it sees fit, is a fundamental right guaranteed by the Fifth Amendment against interference by

judicial decree. If it be determined that the laborer has this right, it necessarily follows that the manufacturer has the right to employ labor on the basis, terms and conditions offered by labor. To hold the contrary is to preserve to labor the empty right of freedom of contract and at the same time take away from it the benefits thereof. If the employer is prevented from contracting with labor on the terms labor has a right to offer, then in practical effect labor is prevented from completing a contract embodying these terms and the right of freedom of contract is thereby, for all practical purposes, taken away from it. If the two-period plan of rationing labor when a fifty per cent. shortage prevails is legal, the Government's case unquestionably completely falls.

From the inception of the hand-blown industry the working year has been considerably less than the calendar year for obvious reasons that are clearly legal. It was not contended in the trial court and counsel does not suppose that it will be contended by the Government in this hearing, that the union is forced to enact a wage scale for fifty-two weeks of the year. Counsel is satisfied that it is an elementary proposition of law, as set forth in the foregoing authorities that labor has the right to determine the length of time it shall work. It is undisputed in the record (see testimony of Secretary Reynolds of Defendant Labor Union, Record, p. 90) that the industry does not work in summer during the months of June, July, August and September. The reasons for this are obvious and explained by the testimony of former President Neenan (Record, p. 177) showing that a blower works in a temperature of one hundred and thirty degrees Fahrenheit for a few seconds while he is heating the ball and that on a hot day he is working in a temperature of from one hundred

and five to one hundred and ten degrees Fahrenheit until he finishes the cylinder he is blowing. No effort was therefore made by the Government at the trial to insist that the glass blower should be required to enact a scale which would require working during the full calendar year, but the entire trend of the case was directed to the objection to dividing the labor supply in two portions during the working year. No complaint was made to the limiting of the working years. Despite this fact the trial court entered a decree the terms of which can well be construed (Record, pp. 39, 40) to forbid the enactment of any scale limiting the number of weeks the men will work because in so doing the scale may be claimed to be the means whereby the production of the factory is limited and restricted.

Counsel submits that a decree which prevents the blowers in this arduous industry from fixing a scale for a working year that does not include the hot summer months is so astounding in its scope that its very terms deny its constitutional validity. Likewise, that any decree which prohibits the adoption of a two-period plan under the peculiar conditions of labor shortage confronting the industry, is an unwarranted and unconstitutional interference with the rights of the parties engaged in the industry and denies the right of labor collectively to grant or withhold its services in accordance with what it conceives to be its own best interest.

IV.

DOES THE CLAYTON ACT PERMIT THE ADOPTION OF THE WAGE SCALE IN ISSUE?

Counsel submits that Section 6 of the so-called Clayton Act of Congress of October 15th, 1914, C. 323, Section 6, 38 Statutes 731, legalizes the acts complained of. The section follows:

"The labor of a human being is not a commodity or article of commerce. Nothing contained in the Anti-Trust Laws shall be construed to forbid the existence or operation of labor, agricultural or horticultural organizations instituted for the purpose of mutual help and not having capital stock or conducted for profit, or to forbid or restrain individual members of such organizations from lawfully carrying out the legitimate objects thereof."

Counsel submits that any reasonable construction of the above section requires no supporting case authority to reach the conclusion that the adoption of the wage scale in question falls within the legitimate scope of the operations of a labor union and is, therefore, a legal act. The primary function of a labor union is to collectively bargain for and negotiate a wage scale covering the periods of employment and the wages of its members. Deprived of this function the labor union becomes an empty shell with activities confined to those of a social or debating society. That this collective bargaining and wage scale fixing is the function of a labor union is common knowledge to all. Every time any contract, wage scale or otherwise is entered into one of the parties thereto is restrained. The very purpose of any contract is to impose a restraint to do or not to do an act that the party would be free to do but for the contract. In *Carew vs. Rutherford*, 106 Mass. 1, 14, it

is pointed out that the very existence of the ordinary labor union rests upon the inherent liberties of individuals to contract or to refuse to do so, otherwise such organizations would be criminal at common law.

Counsel during all the points in this brief insists that no restriction or lessening of production has been proved by the Government. For the sake of argument under this proposition let us assume that there had been a restriction imposed as a result of the operation of the wage scale. As long as this restriction was incidental to the main purpose of the union in effecting a wage scale to better its conditions, the restraint would not be illegal; in other words, the union is not barred from exercising its legal right to make a wage scale because a restraint is effected in the exercise of the legal right unless it could be shown that the main purpose or intent of the union was to effect a restraint and resort was had to the exercise of the legal right merely as a subterfuge to permit the doing of an illegal thing. The record is absolutely barren of any intent upon the part of the union to restrict production; but shows, on the contrary, that the union was desirous of increasing production and extended its efforts to that end, the members of the union being paid on a piece-work basis. Manifestly the making of a scale which does not provide for the rendition of services by the members during the summer months restricts production below the volume which would be produced if the men worked twelve months a year. Likewise, the fixing of an eight-hour day restricts production below the figure that would be reached if the men worked a twelve-hour day. The Government will certainly not contend in this day and age that this fact prevents the men from collectively bargaining to reduce their hours and months of employment as long

as their purpose in so doing is confined to the betterment of working conditions of their own members.

The purpose of the labor union in negotiating the two-period scale is well set forth by witness Roselle in the words previously quoted herein, as set forth at page 187 in the record. The gist of the statement was that the plan was necessary to prevent the demoralization of the industry and to keep it alive. Likewise, the same witness said (Record, p. 186) that he had secured greater number of weeks' work under the two-period plan than under the one-period plan. It is clear that the Executive Committee negotiated the two-period scale under the belief that they were furthering the interests of their members in so doing. Their act was, therefore, performed in the legitimate exercise of the functions of the union and clearly came within the protection of the principle laid down by Mr. Justice Peckham in the *Joint Traffic Association case*, 171 U. S., 550, at page 568:

"An agreement entered into for the purpose of promoting the legitimate business of an individual or corporation with no purpose to thereby affect or restrain interstate commerce and which does not directly restrain such commerce is not, as we think, governed by the act although the agreement may indirectly and remotely affect that commerce."

It is evident that an application of the rule laid down in the above case and the many cases in which the rule of reason has been adopted makes the intent of the parties an essential factor in determining the effect of the Sherman Act upon the acts in question. Counsel submits that the record fails to show that the members of the union had any purpose or intent in mind in enforcing the two-period plan other than a purpose to

stabilize their industry and thereby insure stable working conditions. In combining to act to attain that purpose, there can be no question but that a long line of decisions has recognized the validity and legality of the combination and its freedom from the operation of the Sherman Act.

Martin in his work on "*The Modern Law of Labor Unions*" lays down the rule that: (Page 13)

"The statute is aimed at unlawful conspiracies or combinations in restraint of trade and has no application to labor unions, and combinations to fix the price of labor."

The rule laid down by Martin is supported and based upon authorities now generally accepted and it is evident that a contrary rule would judicially repeal Section 6 of the Clayton Act.

The right of a labor union to issue a scale is deemed one of the inalienable rights of a union in the decision of the Tennessee Supreme Court in the case of *Powers vs. The Journeyman Bricklayers' Union*, 130 Tenn. 643, in which case a long line of authorities is referred to as recognizing the validity of a combination in the form of a labor union for the purpose of regulating the wages of its members and promoting their interests as laboring people.

The right to collective bargaining is now universally recognized in this Court as a right necessary to enable the laborer to exercise his right of freedom of contract on a basis of equality with the employer. The instrumentality for collective bargaining is the union; the means employed by that instrumentality to bargain collectively is the wage scale. To declare a wage scale an act in restraint of trade is to render impotent the

provisions of the Clayton Act and in effect, results in preventing the practical operation of the union.

It therefore results that the labor union is empowered to enter into a wage scale which it believes furthers the interests of its members even though the scale, to use the words of Justice Peckham in the *Joint Traffic* case, *supra*, "indirectly and remotely affects commerce."

Counsel desires to assent to the principle that even the exercise of a legal right in combination may be illegal if the primary purpose in exercising the right is to effect an illegal object. The application of this principle returns the element of intent into the case at bar. Unless and until the Government can prove the allegation of their bill (Record, p. 6) that the workers entered into the two-period wage scale agreement,

"In pursuance of a scheme to limit the activities of all the manufacturers of hand-blown window glass and of all the workmen engaged in that industry to a portion only of each year, and for the purpose and with the intent on their part of curtailing the production of hand-blown window glass below the quantity which could be and should be manufactured to meet the demands of the trade."

The Government has not alone failed to prove the allegations of its bill of complaint but failed to prove the essential element without which no case was made or could be made against the defendants.

The record is barren of evidence tending to prove that these workers who were paid on a piece-work basis intended to or have curtailed or lessened the normal production of hand-blown window glass. On the contrary, it is undisputed (Record, p. 186, Witness Roselle) that the workers have worked

a greater number of weeks under the two-period plan than prior thereto and that the productivity per man has been greater under this plan than under the old plan. Witness Schlosstein (Record, p. 151) showed that 42 pots per week were made by his blowers on the average under the two-period plan during the years 1917, 1918, 1919 and 1920 as compared with 35 pots per week under the one-period plan during the years 1915, 1916 and 1917, the same number of men operating during both periods in question.

Counsel therefore submits that the operation of the decree of the trial court results in a judicial repeal of Section 6 of the Clayton Act and by denying the union the right to exercise its normal and legitimate function of wage scale making, in effect, denies the union its right to existence.

V.

THE WAGE AGREEMENT IN QUESTION INVOLVES MANUFACTURE ONLY AND NOT INTERSTATE COMMERCE AND IS, THEREFORE, BEYOND THE REGULATORY POWER OF CONGRESS.

The operation of the two-period plan solely and directly bears upon the manufacturing operations of the various factories in the hand-blown window glass industry. The record is barren of any facts even tending to show that the plan has anything to do with the sale or movement into interstate commerce of window glass. In view of this fact the following decisions clearly put the plan beyond the regulatory power of Congress regardless of the merits, demerits or effects thereof. This conclusion is supported by a long line of decisions

starting with the *U. S. vs. Knight*, 156 U. S. 1, and including the following:

Cornell vs. Coyne, 192 U. S., 418;
United Mine Workers of America vs. Coronado Coal Company, 259 U. S., 344;
Gobel vs. Vonneget Machinery Co., 274 Fed. 66;
Federal Trade Commission vs. Claire Furnace Company, 285 Fed. 936;
In re Green, 52 Fed. 104;
Oliver Mining Company vs. Lord (May 7, 1923);
Heisler vs. Thomas Colliery Company (Nov. 27, 1922);
Kidd vs. Pearson, 128 U. S., 120;
Hammer vs. Dagerhardt, 247 U. S., 251;
D. L. W. Railroad Company vs. Yukonis, 238 U. S., 439;
Crescent Cotton Oil Company vs. Mississippi, 257 U. S. 129.

CONCLUSION.

We respectfully repeat the five major contentions above urged as follows:

First, that the wage scale under attack which provides for a two-period plan of operations whereby one-half the factories operate the first half of the working year and the other half of the factories operate the second half of the working year has not curtailed or in any way lessened the production of hand-blown window glass and has, therefore, not restrained trade.

Second, that the creation of the two-period plan is a reasonable and necessary regulation due to the fact that there is only available a labor supply sufficient to

operate one-half the factories, so that the operation of the two-period plan imposes a regulation of the operation of the factories and a rationing of the labor necessitated by the shortage; in short, that the two-period plan is the legitimate outgrowth of the peculiar business conditions confronting the industry and, therefore, a reasonable and legal regulation.

Third, that the wage scale does not bind a factory to operate during only one period but in effect fixes the period of time during which the workers in the industry will work for one group of factories and the period of time during which the workers will work for the second group. To prevent the workers from so rationing their labor denies them a right to freedom of contract in respect to their services guaranteed to them by the Fifth Amendment to the Constitution of the United States;

Fourth, that the right to negotiate a wage scale is one of the rights guaranteed to a labor union by Section Six of the Clayton Act permitting the existence and operation of labor unions without being guilty of violating the anti-trust laws in so doing. The chief function of a labor union is the fixing of a wage scale covering periods of labor and wages. If the fixing of this scale is deemed a restraint of commerce, the right of labor to form and operate the labor union becomes an empty right and the Sixth Section of the Clayton Act is in effect vitiated and the benefits conferred by the act taken away.

Fifth, that the wage agreement in question involves manufacture only and not interstate commerce and is, therefore, beyond the regulatory power of Congress.

The decisions under the Sherman Act in the Federal courts are legion and it is felt that any attempt to

analyze them all would accomplish no good and unnecessarily burden the Court.

Counsel feels that the controlling principle by which this case will ultimately be decided is the one quoted, *supra* in the words "The essential question is whether the object of the combination is to do harm to others or to exercise rights of the parties for their own benefit." An application of this principle renders the authority of the decisions in other cases of very little value and leaves the controlling question in each case dependent upon the particular facts in each case as to whether or not the particular acts or agreements were based on a legal object. Defendant members of the National Window Glass Workers are glad to have their conduct in this case measured by this standard.

Counsel further submits that if any one of the above five contentions has been sustained, that the decision of the court below should be reversed and the complaint dismissed.

Respectfully submitted,

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In the Supreme Court of the United States.

OCTOBER TERM, 1923.

NATIONAL ASSOCIATION OF WINDOW GLASS
Manufacturers, National Window Glass
Workers, et al., appellants, } No. 353.
v.
THE UNITED STATES OF AMERICA. }

*APPEAL FROM THE DISTRICT COURT OF THE UNITED
STATES FOR THE NORTHERN DISTRICT OF OHIO.*

BRIEF FOR THE UNITED STATES.

STATEMENT.

The petition.

The United States filed a petition in the District Court against the National Association of Window Glass Manufacturers, its officers, directors, and wage committee, the National Window Glass Workers, its officers, wage committee, executive board, and members, and sixty-two corporations engaged in the manufacture of hand-blown window glass, alleging that practically all of the hand-blown window glass manufactured in the United States is manufactured by the defendant corporations, and upwards of eighty

per cent is sold and shipped in interstate commerce. (R. 5.)

The petition alleges that more than fifty per cent of the defendant corporations belong to defendant National Association of Window Glass Manufacturers, and that more than ninety-five per cent of defendant hand-blown window glass workers of the United States belong to defendant National Window Glass Workers. (R. 6.)

It alleges that on or about September 16, 1922, as in each year for a number of years, the defendant association of manufacturers and the defendant association of workers, through their respective wage committees, agreed upon a wage-scale contract for the hand-blown window glass industry for the ensuing year or for such period thereof as it might be determined to allow hand-blown window glass factories to operate, which contract is enforced against all of the defendant corporations regardless of whether they belong to the defendant association of manufacturers. (R. 6.)

It alleges that in pursuance of a scheme to limit the activities of all the manufacturers of hand-blown window glass and of all the workmen engaged in that industry to a portion only of each year, it was agreed that approximately one-half of the defendant corporations would be granted a wage scale contract to operate a single factory from September 25, 1922, to January 27, 1923, and that the remainder of the defendant corporations would be granted a wage-scale contract to operate single factories from January

29, 1923, to June 11, 1923, and that none of the defendant corporations would be granted a wage-scale contract and permitted to operate the same factory during both periods. (R. 6.)

It alleges that every defendant corporation, to which a wage scale contract is granted, is required to sign said contract, and it is impracticable, if not impossible, for any manufacturer of hand-blown window glass to operate his factory unless he is granted and signs said wage scale contract. (R. 7.)

It alleges that the factories operating in the first period are owned by corporations which have signed the contract, and which under the terms of the contract are precluded from operating the same factories during the second period, and that those corporations which have kept their factories idle during the first period will be allowed to sign the wage scale contract and operate during the second period. (R. 7.)

It alleges that this wage contract, in so far as it limits the period of time during which the defendant corporations may operate their factories, has resulted and is resulting in a substantial curtailment of the production of hand-blown window glass, has suppressed and is suppressing competition as to the quantity of such glass produced, and has restrained and is restraining the interstate trade of such corporations in hand-blown window glass, in violation of Section 1 of the Sherman Anti-Trust Act, and that unless restrained and enjoined the defendant corporations and the defendant members of the workers'

executive board will continue to carry out the said wage scale contract limiting and prescribing the periods of operation. (R. 7.)

And it prays for a temporary restraining order, a preliminary injunction, and a final decree that the said contract, *in so far as it limits and prescribes the periods of time during which defendant corporations may or shall operate their factories*, is a contract in restraint of interstate trade in hand-blown window glass, in violation of the Anti-Trust Act, and adjudging that the defendants, their officers, agents, and employees, be enjoined from carrying out, or taking action to carry out, *that portion* of the wage scale contract or any similar contract or agreement. (R. 8.)

The restraining order.

The District Court issued the temporary restraining order as requested. (R. 10.)

The answers.

The defendant association, its officers and wage committee, and defendant manufacturers and the defendant workers made answers which are in most respects similar in substance. (R. 11-28.)

Those answers admit that substantially all of the hand-blown window glass manufactured in the United States is manufactured by the defendant corporations. (R. 12, 21.)

They admit that more than fifty per cent of the defendant corporations belong to defendant National

Association of Window Glass Manufacturers, and that more than ninety-five per cent of defendant hand-blown window glass workers in the United States belong to defendant National Window Glass Workers. (R. 12, 13.)

They admit that the Manufacturers' Wage Committee and the Workers' Wage Committee met about the day alleged and agreed upon a wage scale for the ensuing year. (R. 12, 13, 22.)

They admit that the wage scale for the first period was offered only to those who proposed to operate only in that period and that it would not be offered for the second period to those manufacturers who had operated in the first period. (R. 14, 23.)

They aver that every defendant corporation is at liberty to accept or reject said wage-scale contract, but admit that the only supply of labor available to the manufacturers is that of the National Window Glass Workers and allege that it is inadequate to permit the continuous and full operation of all plants at one time. (R. 14, 23.)

And they also allege facts which they claim justify the existence of this system of operating some factories only in one period and other factories only in other periods. (R. 14-20, 24-28.) Thus the manufacturers declare that if all of the factories were working at one time, the manufacturers would be obliged to make competitive bids for employees. (R. 20.)

It is significant that the fact that this was a super-combination between a combination of the manufac-



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turers and a combination of the laborers is admitted in the answer of the National Window Glass Workers, which concedes that "the members of the Manufacturers' Wage Committee and the members of the Workers' Wage Committee understood and agreed that the defendant corporations having factories for the manufacture of hand-blown window glass would be divided approximately into two periods and that certain of such defendant corporations would operate during the first period and others during the second period." (R. 22.)

The testimony.

At the trial the Government showed by witnesses from a number of different States that a very large percentage—at least 85 per cent—of the hand-blown window glass in which they dealt was shipped in interstate commerce (R. 97, 106, 107, 110, 112, 123, 124, 143, 146) and a number of these witnesses testified that because of the restrictions upon production imposed by the two-period system they were unable to supply all of their orders for interstate shipments.

The Government placed in evidence the wage scale (R. 197), which states the precise limits of each of the two periods. That both sides understood at the time of the agreement upon the wage scale the significance of this division of the working year into two periods of sixteen weeks and eighteen weeks, respectively, is shown by the admission of the manufacturers' association (R. 19) and of the

union (R. 26) that for several years the two-period system has been the settled practice in the industry, and by the more definite admission of the workers' union (R. 22, 23) that their committee and the manufacturers' committee had agreed that certain plants should operate during one period and other plants during the other period.

The secretary of the union testified that this was the plan which was followed (R. 42, 48, 45) and wrote in a letter which was produced at the trial that if the union granted a company's request for a wage-scale agreement which would enable the company to operate during two periods the union would be breaking faith with the manufacturers' committee (R. 58; see also 48, 59, 88).

The president of the union declared in a telegram produced at the trial that members would be notified that a company which wanted to operate was not on the list of plants to get the scale for the first period. (R. 51.) The secretary testified that "if the workmen work at a plant to which a scale has not been granted, we would sever their membership in the union. Those matters are provided for in our constitution and by-laws." (R. 83.) The national treasurer testified that there are very few nonunion hand-blown glass workers in the country and that a manufacturer could not obtain enough men to operate his plant successfully out of the union. (R. 95.) The president of a glass company also testified, "I don't think I can operate without a scale, because the members of the National Association of

Window Glass Workers will not work for any company that has not been given a scale. I can not get other men to do that kind of work who are not members of that association. I do not know of any workers I can get for that kind of work except from the Window Glass Workers Association. (R. 105.) * * * I couldn't operate if I didn't sign the wage scale. * * * I have no assurance I may get a scale in eight or nine months." (R. 106. See also 111, 123, 133, 145.)

Shortly prior to the making of the wage agreement in question a referendum had been submitted to the members of the union, and on this as on a later occasion the vote had been overwhelmingly against the proposed wage contract with its restriction on production by a two-period system. (R. 46, 47, 48, 82, 98, 99.) The first resolution dealt almost exclusively with the one-period system and stated its advantages. It was adopted by a vote of 1,029 for and 528 against. The second asked only for a one-period system and the retention of the three-shift system which was already in existence. It was adopted by a vote of 1,038 for and 279 against. The essential feature of both referendums was the demand of the workers for the one-period system. The wage committee of the union, having exclusive and final authority, refused to accept the view of a large majority of the union and of many of the manufacturers.

The Government showed repeated instances of companies which wanted to operate more than one

period and which were refused the wage scale for another period (R. 47-49, 56-60, 60-62, 62-64, 88, 95; see also 65-67, 68, 104, 106, 110, 120) even though the employees at the plant joined in the request of the manufacturer (R. 49, 62-64; see also 121). Manufacturers testified that with outstanding contracts for interstate shipments to fill, they were obliged to shut down at the termination of their short period of operation, thus imposing the entire cost of capital account and other overhead charges of the entire year upon a productive period of not over eighteen weeks. The uncontradicted testimony showed instances of refusal to grant a wage scale for a different period than the one assigned. (R. 49-56, 129, 130.) It showed that refusals were expressly based on the policy of allowing a plant to operate only eighteen weeks at most in each year. (R. 58, 60, 62, 87, 88.)

Manufacturers testified that they would have no difficulty in selling the products of their plants if allowed to operate more than one such period. (R. 106, 107, 110, 111, 115, 123, 124, 143.) Some of them said that they were willing to compete for the services of the men who were available. (R. 109, 132, 133.) Employers testified that they could not secure fair returns upon the investments in their plants by operating only a few months each year. (R. 106, 109, 146.) One of them said that he was considering the building of an additional plant in order to be able to operate another period in the new

plant. (R. 107, 108; see also 128.) One of them testified that he had actually built a second plant, at a large expenditure, in order to be able to operate two periods. (R. 159.) If a manufacturer elected to build another complete plant, he could operate it in a second period. The workmen at the end of one period walked from one factory to another and commenced the second period. This involved the construction of a wholly unnecessary plant, and as usual the public paid the freight.

The melting tank of a glass plant is very large. (R. 86.) Its temperature must be raised gradually until it reaches twenty-eight hundred degrees (R. 154, 382), a period of three weeks elapsing while the temperature is being raised to the required extent (R. 86, 106), and an expenditure of from two thousand to seventy-five hundred dollars for fuel, according to the location of the plant and the cost of fuel (R. 106, 123, 133, 144, 145, 165), being incurred before the first portion of the molten glass is ready for working. This is the additional expense for fuel incurred in starting a fresh fire. A company was not allowed to use the same tank through two successive periods. It must use two tanks in two distinct plants to have both periods (R. 56-60, 92, 93 bottom, 159; see also 84, 142). As stated, some manufacturers built two factories with two tanks in order to work for the two periods of 16 and 18 weeks, respectively. (R. 158, 159, 165; see also 93 bottom.) Even then they were limited to 34 weeks out of fifty-two.

Witnesses also called attention to the wandering life led by the workers, who must go from plant to plant. They told of wage reductions (R. 155) and of new requirements which overtaxed the strength of the workers (R. 175). Since the restriction on production by the two-period system, the number of men employed in the industry has been steadily growing less. (R. 94.) Previously it had been increasing. But those manufacturers who were willing to make employment desirable were unable to do so. They were not allowed to operate a plant more than either sixteen or eighteen weeks in any year, and if they want to compete for the services of workmen they were restrained by reason of the combination between the National Association of Window Glass Manufacturers and the National Window Glass Workers.

This unique plan of creating an artificial scarcity in a necessity of life did not exist prior to 1917. When the United States entered the World War glass was classified as a nonessential industry, and to conserve fuel and labor the factories, by order of the Government, restricted their output by one-half. This easy way to get the maximum of price from the public at the minimum of production proved so profitable that the present system was inaugurated after the close of the war to cut production to the minimum by an ironclad combination between employers and employees at the expense of the public, and it continued until the members of both classes were indicted and this bill was filed.

Decision of District Court.

At the conclusion of the hearing on the motion for a preliminary injunction, it was agreed that the case should be considered as on final hearing. Subsequently the court, by District Judge Westenhaver, filed an opinion sustaining all the contentions of the Government (R. 29-39), holding that the agreement between the Wage Committees of the Manufacturers and the Workers and all collateral agreements or understandings, in so far as they limit and prescribe, or have been the means employed to limit and prescribe, the periods of time within which defendant corporations might operate their factories, constitute contracts in restraint of interstate trade and commerce in violation of the Anti-Trust Act, and that the defendants should be perpetually enjoined from carrying out such agreements or any agreements or understandings collateral thereto, which should limit the periods within which defendant corporations might operate their factories, or any other contract and agreement of like character and purpose, and it entered a decree in accordance with this opinion (R. 39, 40).

ARGUMENT.

I.

The restraint is for an unlawful purpose.

The able and convincing opinion of Judge Westenhaver is its own vindication. To amplify what he has so well said seems a superfluity. Nevertheless, the Government attaches so much importance to this case, presenting as it does a monopoly of a most flagrant and indefensible character in an essential of life, that it feels constrained to submit its views, even though the applicable law has been better stated by the learned trial judge.

No more complete or indefensible monopoly was ever established in any antitrust case. It controls substantially all of the hand-blown glass industry. This commodity is an essential of life, a necessary material in a building industry, and this Court is not unaware that the deplorable condition of the building industry at this time (due to lawless combinations of both capital and labor, and greatly aggravated by the cessation of building during the war), not only has imposed intolerable hardship upon the public but has led to emergency legislation both by State and Nation, which has strained the constitutional powers of both governments to the very limit.

The essential facts of the case are virtually without dispute.

As will be hereafter argued, this court can condemn this combination on the undisputed wage contract alone. The case could also have been decided on bill and answer alone. The latter is a clear admission of guilt.

Prior to the great war many manufacturers of hand-blown glass had operated their factories as each thought best. Each worked it for as long a period during the year as he could sell his goods. Undoubtedly there was a general disposition on the part of manufacturers to avoid operations during the summer months, as glass workers work under conditions of very high temperature. However, the record discloses that some manufacturers had operated their plants for eleven months of the year. Thus prior to the great war—and except when freedom of competition was destroyed by other methods—the production and sale of glass was governed by laws of competition which the Sherman Law was enacted to maintain. In the case of each manufacturer it was a question of comparative industry, thrift, enterprise, and management. The race to the swift and the victory to the strong—that is competition.

The exigencies of the great war required the Government to make a partial restriction in the production of glass, but when the war had ended the exigency passed with it. Unfortunately in that period of restriction both manufacturers and the employees in this industry temporarily realized the advantages to them of limiting production. On the one hand, the manufacturers found that if production could be restricted below the demand of the public for the

product, the question of price was in their control and, thus basing an artificial price upon an artificial scarcity, they believed that they could make more money on a lessened production than if they met the demands of the market.

Similarly, those who controlled the glass workers' union erroneously believed that a compulsory restriction of production would increase the demand for the product and therefore the wages of labor. To centralize power the constitution of the union provided (sec. 13, art. 4):

The matter of formulating a scale of wages and working rules shall be in the hands of the wage committee, which shall have full authority. (R. 338.)

This was interpreted as a virtual power of attorney to the wage committee to act as it pleased, without respect to the wishes of the members of the union. No other committee or officer had any authority in the matter, except that after the wage agreement was made the Executive Board applied it to each manufacturer by allotting to him the first or second period, or both, if he were willing to operate two distinct plants. Even a referendum of the members of the union was powerless to overrule the arbitrary action of the wage committee.

II.

The restraint has been imposed against the wishes of many of the manufacturers and of a large majority of the workers.

Many of the manufacturers were in revolt against a system that put their individual enterprise into a strait-jacket. Many had built up a business and, as they testified, could have operated substantially throughout the year, except possibly in the summer months; and yet when their sixteen weeks' period had terminated the single factory manufacturer was obliged to remain idle for thirty-six weeks, even though in so doing he was obliged to break his contracts with customers to supply glass.

The record fairly reeks with the indignant protests of manufacturers and employees against a system which was so destructive of enterprise and thrift and so un-American. Vainly they tried to break the chains which bound them. Again and again manufacturers and workingmen of the same factory united in an appeal to the national organizations to permit them to operate a plant for a second period, and in every case their request was refused.

Both employer and employee were denied any freedom of action. Both had to do what the all-powerful wage committee dictated. No free labor market existed. The union had surrounded the industry with

a wall, that no one could surmount. No manufacturer could operate without the consent of the union, for unless he bowed to the will of the wage committee he could not get labor.

The whole industry, employer and employee alike, only existed by the sufferance of a wage committee consisting of eight members, whose power was absolute and who were responsible to no one for its exercise during their tenure of office.

Could an industry be more effectually sovietized?

The wrong to the employee was even greater than to the employer. It is not surprising that two-thirds of the employees protested. The wonder is that their protests against such restrictions were unavailing.

How more effectually could a combination, to use Jefferson's fine phrase in his first inaugural "take from the mouth of labor the bread it has earned" than by preventing a laborer from working for his employer more than eighteen weeks in one year?

A striking instance of this denial of freedom is disclosed in the testimony of C. P. Zenor and the correspondence between him and the President of the National Window Glass Workers. (R. 125-140.) Zenor had been a worker for fifteen years and then became the general manager of a factory. When he gave his testimony his plant had been idle because, as he testified, "we have not been permitted to operate—they, the labor organization, did not grant us a scale. We can not operate without a scale." (R. 125.) He knew why the hand-blown glass industry was, as so many witnesses said, a "dying

industry." It was not because hand-blown glass could not be produced in competition with machine glass but because the craft was being slowly strangled by arbitrary restrictions upon labor and unlawful combinations with manufacturers. The testimony shows that this was the view of many manufacturers and of a majority of the workingmen.

In a letter addressed to the President of the Glass Workers' Union, in which Mr. Zenor begged permission for himself and his workmen for the right to work his factory a longer period than one-third of the year, he wrote with more regard to the true American spirit of enterprise and industry than to the rules of orthography, as follows (R. 125):

I want to say to you that this [the two period system] is gradually putting the hand manufacturer out of business, And it is just a question of a very short time intill he is forced to close his plant indefonate. You are going to see this very soon, Unless something unforseen takes place to prevent it, And if we are compelled to sink with the ship, I want to say that we will go down fighting. There are one thing that i forgot to mention to you, And that is this. When we came here and located our plant we entered in to an agreement with the Buiness mens club, And they with Harry Kelley, Wher by that we were to operate 8 months out of each year for three years, In order for them to give us a free site, and on the account of this 2 period proposition we could not carry this agreement out. Hence they have gone in to court and sued us for \$7000 dollars for the site saying that we

had not complyed with our contract, When it has not been out fault, *for we have been ready and willing at all times to operate our plant, But were not permitted to do so,* And you are as well versed as to the reason as we are. Now if we were to allow our plant to ly idle this fall, I am quiet sure we would be compelled to pay this amount of money. I mite say that i think it is to rediculous to try to compell me or any one else to build an additionnal plant in order to operate on a two period system, And you are as well aware of the fact as we are that we have too many factories at presant. This argument will not hold good, As Mr J. R. Johnston Jr said in our home the last evening in the presant of several of us that had more plants now than we neaded, And could not understand why people still kept on building more plants. *I can answer this by saying that it is in order to keep up the price of glass.* This is my opinion. If we were to be allowed to operate our plant one period for 6 Or 7 months we could pay the men more money and sell glass for 20¢ less and still make a good morgin of proffit. But we are compelled to close our plant after we have operated it 3 or 4 months and ly idle for 8 or 9 months in order to holde the umberrellor over a few eastern manufacturers, And keep up the price of glass to a point where by we can make a little money and stay in the business.

Mr. Zenor may have been short on orthography but he was long on common sense.

It requires little common sense to know that an industry which was so "cribbed, cabined, and confined," and which could only work at most for eighteen

weeks in the year, which was forbidden under penalties to introduce any labor-saving machinery or train new labor or employ nonunion labor, could not possibly survive as against the machine-made glass industry, which could operate for twelve months.

If it be true, as is claimed, that this alleged "dying industry" can not survive without the restrictions in question, then it is intolerable that the public should pay on capital expenditure for a whole year and only get in return a very restricted production of eighteen weeks. Such a proposition is economically indefensible. That such is not the case is clearly indicated by the fact that, until the industry was put on half-time during the war, it not only survived but, measured by the number of employees, was growing.

The testimony shows that hand-made glass is better in quality than machine glass, and presumably there will always be a market for the better quality. It is, however, unnecessary to theorize on this subject. The law of competition requires that the ability of any industry to survive should be put to the practical and unrestricted test. Let each manufacturer be free to operate his works as long as he can find sales for his products and it will follow that those will survive who meet an economic want. Eliminate the parasitic class and there will be enough manufacturers of hand-blown glass to meet, by normal and free production, an economic demand which must exist, or the industry would not have existed for so many years.

The distinguished counsel for the glass manufacturers makes much of his contention that the record does not disclose that glass increased in price by reason of the restriction. I never supposed that it was necessary to demonstrate that two and two make four. If a plant free from unlawful restrictions can be operated continuously, it certainly can produce glass more cheaply than if with an overhead and capital charge running throughout the year it can only produce for eighteen weeks. To throw the burden of capital charges and overhead, which inevitably run through fifty-two weeks, upon a production of eighteen weeks must be economically unsound, and must result in an attempt to obtain from the limited production of glass a sufficient profit to pay the overhead for the year.

The Government made little of the question of prices, for another indefensible feature of this monopoly was that there was no competition even in sales. The testimony of the manufacturers themselves was that, having originally pooled their sales through a common selling agency, they subsequently and apparently by concerted action sold at the price fixed by the leading factory in the machine glass industry. Thus there was as little competition in selling price as there was in production.

If a combination of manufacturers and their employees can under the guise of a wage agreement restrict production to less than one-third of the year, then obviously a coach and four has been driven through the Sherman Anti-Trust Law. All that the

offenders of that statute ever desired can thus be secured. Let us illustrate by citing one possibility.

Suppose that the anthracite and bituminous coal miners were all unionized and that they had given their leader, John A. Lewis, full authority to act in their behalf, and that as a result no mines could be run without the permission of Mr. Lewis. Suppose then that Mr. Lewis in cooperation with the mine owners directed that the mines should only be worked one-third of the year, so that with an enormous resulting deficiency in the production of coal panicky prices would result.

Would such a nation-wide combination to restrict mining to one-third of the present productive capacity of the mines be justified under the Sherman Anti-trust Law? If thereby the interstate shipments in coal, which theretofore had been—let me assume for purposes of illustration—at the rate of fifteen million tons for a given period were reduced to five million tons by restricting mining to one-third of the working year, would it be contended that interstate commerce was not affected and that the Sherman Law was not violated? Could the vast capital investment in coal mines, which is an annual charge, be paid out of a production for one-third of the year without increasing the normal price of coal?

The coal situation is bad enough, but let this alleged wage agreement be sanctioned by this Court, and coal operators and labor leaders may see that profits and wages may both be increased by inflating the price of coal through the panicky efforts of the

hapless consumers to get some small portion of an artificially restricted and wholly inadequate supply.

The record contains many letters from manufacturers in which they requested permission to work more than the first period in order to fill unfilled orders, and in every case the request was denied.

We quote a few illustrative excerpts from the testimony.

Mr. Alfred D. Mann, a lawyer and connected with the Illinois Window Glass Company, testified (R. 110):

This company is now in operation under the so-called first period. It hopes to continue in operation beyond January 27th; it would like to. I attended a meeting, I might say, in the interim between the adjournment last week and this morning, at which the entire membership or entire workmen's force was present, and the majority of stockholders in the company, I think, expressed themselves at that meeting in favor of continuing it the next period, if possible. They have business on hand or in process [*prospect*] which would warrant them in continuing during that period. They have orders for, I know, 20,000 boxes, which would have to be filled, part of them, in the next period. And they have orders in prospect in Missouri and in Wisconsin, besides some orders in Chicago. The 20,000 boxes are in Chicago which they will be unable to fill. Those orders they have in now will not carry them clear through what is known as the second fire, or

second period, but if they got those additional orders they have in prospect, it would, if the promises of the users of this glass were carried out, unless the orders fell down for some reason or were cancelled on us. In other words, the business is available, if you can take care of it; that is the promise. That is their business opinion or judgment of the situation.

Mr. D. Don Gregory, President of the Salem Co-operative Window Glass Company, testified (R. 111):

Before the war we operated as many as eight or ten months out of the year. As near as I can remember, since this two-period system, it has been about an average of four months a year. The two-period system came in in the year 1917 and 1918; we had a scale with the Government where they put a restriction on non-essentials, and we started in on that in 1917 and 1918. I don't say that the Government inaugurated the two-period system; but the restriction on our output. The two-period system grew out of that restriction. The Government put a fifty per cent restriction on our output. At that time, in 1918, it meant we could operate only half the time. As to that condition prevailing to-day, it is really restricted to less than fifty per cent. *I can operate my plant ten months in the year easily and could sell my output.* Our product is marketed mainly through the Johnston Brokerage Company. *I am reasonably sure that company would be able to sell our entire output if we manufactured eight, nine, or ten months a year.*

The difficulty that the shackled manufacturers had with their creditors is well illustrated in the following letter from the Illinois Window Glass Company to the President of the Union (R. 122.):

Danville, Illinois, Nov. 27th, 1922.
National Window Glass Workers,
Cleveland, Ohio.

Attention Mr. Siemer

DEAR SIR:

I've been authorized by our Board of Directors to write to you, concerning the placing of our application to continue to operate into the second Period.

Understand that this is a vital point for this Company. We either must get this permission or close our doors forever! You have not forgotten the decision that was handed out to us last year, that we had to close down while our Company was heavily in debt.

Our Company this year never got over this debt, paying the coal the way we pay it at present, at \$5.63 deliver- here per ton and we wish that you would get down with your Executive Board and figure out for yourselves *if this Company can make any profits or meet both ends together, by operating sixteen weeks per annum.*

We sincerely hope that you will consider the above, and allow us to operate this coming Period, so as to give us a all chance to get back on our feet.

Very truly yours,

ILLINOIS WINDOW GLASS CO.
JOHN B. PRINCE, Mgr.

The President of that Company further testified (R. 123):

I was connected with the company before the war and before the day of the two-period plan of operation. At that time it was customary to operate eight months; we worked eight months once. It was customary to work from seven to eight and sometimes nine. The Illinois Window Glass Company has only been eight years in operation. It was an old company and the stockholders took it over. *If we were able to obtain the necessary labor, we would operate about, I judge, eight to nine months.*

We have no difficulty in selling the products of our company. If our company is obliged to close down on January 27th, we will have some unfilled orders on hand. We sold our products direct this year. Some of our glass is shipped into states other than the state of Illinois.

The investment of our company is approximately ninety-six thousand dollars. *We cannot make a fair return on that investment by operating four months a year.*

We have considered building an additional plant in order to be able to operate in both periods. We was going to build one tank, just the tank, and not build any oven like Scohy had built at Sistersville, but the president advised us that he wouldn't leave us operate in one tank that way; we would have to build the ovens and producers and everything combined. We didn't want to spend that much money. The president I refer to is

Mr. Neenan, of the Workers Association, who was at that time president. That has been four or five years ago. I am sure that was considered since the two-period plan became effective, so as not to keep our men moving around.

Our company can compete with the machine interests. The hand-blown industry is a dying industry now, the way I look at it; she is now with this two-period.

Charles E. Bartram, President of the Buckeye Window Glass Company, testified (R. 146):

Prior to the adoption of this two-period plan, we generally run seven and a half months, but along about 1909 or '10 there was no limit to the working time. I know one of those years I run ten months and a half and the other was nine months and something.

* * * If there were no restrictions now, I could operate very easily and comfortably up to the 25th of June. I could operate an average of seven and a half months, from seven and a half to eight months a year, till men can comfortably work in the factory.

* * * * *
I anticipate having unfilled orders on hand January 27th; we cannot fill all the orders we have. Those orders are for shipment in interstate commerce.

We have a \$300,000 investment in the plant. We cannot make a fair return on that investment operating four months out of the year. The orders which will remain unfilled on January 27th we will simply have to cancel; and

the effect of that is that our customers will expect, if the price of glass goes up, they will expect us to fill those orders when we start making again; if the price of glass comes down, they will never say anything about it.

Our company, using the hand process, on an equal time of production, can compete with the machine companies.

The hand-blown window glass industry is a dying industry the way it is being handled.

These are but illustrative excerpts. The record is full of such testimony and it is substantially without contradiction.

III.

The existing deficiency in the labor supply is not natural but is due to restrictions imposed upon those who wish to work in the industry.

The only reply that is made is the alleged shortage of labor. The contention of the appellants is that if the sixty-two plants were all working continuously and concurrently, there would not be available labor to man one-half of them.

The record shows most clearly that the number of trained men engaged in the industry has shrunk from 4,598 in 1916-17 to 2,337 in 1922-23. (R. 117.)

In the former period there was no abnormal demand for glass to call for an unusual number of workers. While there were heavy expenditures for cantonment construction after the United States entered the World War, the normal peace-time construction of buildings was almost completely abandoned.

At the end of the War there was a great demand for new buildings to make up for the normal construction which had been omitted during the War, to meet the needs of a constantly increasing population, to accommodate the population which had shifted during the War, and to furnish better accommodations or safe investments for those who had profited by the war-time needs of the country and called for new buildings in spite of high costs. There has been in recent years and is now a great need for a more

adequate supply of houses, apartments, schools, and other structures throughout the country.

A witness for the appellants testified (R. 151) that ninety per cent of the glass manufactured goes into buildings that are just in process of erection, and not more than ten per cent is used for replacement purposes. "The market for glass depends entirely upon the activity of the building industry. If there is no building, there is no demand for glass; if there is very heavy building activity, there is a good demand for glass."

It is clear, therefore, that there is at the present time an abnormally large demand for glass. There should be engaged in the industry at least the normal number of men—and yet there are only half as many workers as in 1916-17.

The record discloses that the great reduction in the number of workers has occurred since the installation of the two-period system and that a large majority of the members of the union are opposed to that system. It prevents them from working at their trade more than eight months in each year, for they can remain only sixteen weeks in factories of the first group and eighteen weeks in factories of the second group. This makes it necessary for the employees to be separated from their families a large portion of each year, going from place to place to secure employment.

These glass workers, being American citizens, naturally revolted against a system which condemned them at best to eighteen weeks of idleness.

in their occupation as glass workers, if they could secure employment in both groups of factories, and which compelled them to break up their homes twice a year and move on to some other factory. As previously stated, a referendum was twice taken upon the subject and in each case two out of three workingmen voted against the system.

Nothing in this record is more striking than that their wishes were ignored, their protests overruled, and they were compelled by the action of the Wage Committee to submit to the system. *This is the principal cause and obvious explanation of the shrinkage of the labor supply. The leaders of this union, in conjunction with the manufacturers' association, made labor conditions intolerable.*

We quote a striking resolution passed by one of the locals of the union in which the workingmen themselves show the effect of the restricted feature of the so-called wage agreement upon the supply of labor. The views therein expressed not only represented the opinions of the local union in question, but when their resolution that the two-period system of the wage agreement be abandoned was submitted to all the locals which formed the national union, the views hereinafter quoted were sustained by 1,029 affirmative votes as against 528 negative votes.

The resolution thus proposed and indorsed by the collective unions is as follows (R. 46-47):

“The following resolution was read from the Premier Local, Pennsboro, West Virginia,

March 19, 1922. To the President and Executive Board. Brothers: We, the members of the Premier Local, Pennsboro, West Virginia, have logical reasons for believing that since the two-period arrangement has been in effect *it has been the primary cause of many of our members leaving the board for the following reasons:*

1. For a certain time each year more men are forced away from home and families than under the one period, and by that are denied the pleasures, comforts and necessities he has provided for himself and family, and in many instances it has been the direct cause of wrecking and destroying many good homes.
2. The expense made necessary by travel.
3. The expense and unpleasant features in boarding and living out of a suitcase.
4. In case of sickness in the family or yourself, also the worry and expense in connection with same when far away from home, and those who love him and he loves most dearly.
5. The four shifts in some factories is not and it is said cannot be enforced.

We now ask a square deal to all by rising and falling together. United we stand, divided we fall. So it behooves us to rise and fall together. Therefore we request that the Wage Committee at once get in communication with one another and formulate some plan to do away with the two-periods and four shifts before meeting with the manufacturers to formulate another wage scale. If it is impossible to get one period we believe, if it is necessary to have two periods,

it should be for all factories at one time; then all can return to their loved ones once more and the home and comforts he has provided.

Therefore be it resolved that the Wage Committee use their best efforts to secure the one-period, three shift system at their next Wage Conference."

As previously explained, the wish of the workmen was overruled by the wage committee under its arbitrary power to determine finally the wage agreement.

Later in the year another local again brought up the subject and proposed one eight-month period as against two periods of sixteen and eighteen weeks. The resolution was as follows (R. 48):

Brothers: The members of the Texarkana, Texas, local request that the following resolution be submitted for referendum action: be it resolved that on and after the passage of this resolution that the president and Wage Committee be authorized to issue to any manufacturer a wage scale to operate from October 1st to May 29th, 1923-24, and thereafter, and that during this working period the three-shift system be enforced. This resolution was read at a special meeting of the Twin City Local, Texarkana, Texas, on the 29th day of October, 1922, and was approved as read. Signed, Moses J. Bell, chairman, Calvin Wescott, secretary, R. Vogelman, Chief Preceptor.

Other local unions requested permission to work two periods instead of one, and all were denied the privilege.

The shortage of labor was also due to the restrictions upon the manufacturers in the securing of the necessary workers. They could not easily, if at all, secure nonunion labor, for the glass workers' art requires training and knowledge and the union men would not work side by side with nonunion men. The union took abundant pains to limit the supply of labor. The minutes of its Executive Board show that the "regular apprentice applications" which were granted were exclusively those of applicants who were closely related to men who were already master workmen (R. 237, 254, 283, 309), and, while some other applications were granted, these were the only ones which were regarded by the union as "regular apprentice applications." The record discloses not only the refusal of many applications to learn the trade but many cancellations of certificates of apprenticeship. Moreover, no one could learn the trade except by permission of the union and no worker was allowed to train more than one apprentice at a given time.

If any member attempted to induce a glass worker to come to this country to supply the alleged shortage, he was fined \$100 for the first offense; suspended for one year for the second offense; and expelled for the third. (Sec. 1, Art. 7.)

While persons born abroad were not excluded from the union, the supply of labor was limited by preventing any immigrant from working, except by special permission, unless he had been in this country for a period of five years and had become a citizen. (Sec. 1, Art. 4.) This was equivalent to the liberty of the daughter who was graciously allowed to go out to swim, but forbidden to go near the water.

The shortage of labor is due to union restrictions which have driven from the industry nearly one-half of the trained men who were making window glass only a few years ago. While skilled workers in other trades are receiving good wages and steady employment in their home towns, the window-glass workers are required by this plan to travel from place to place, staying but a few months at any plant, living away from their homes, with the increased expense as well as discomfort which this entails. Naturally men have left the industry by the thousands, and they will not be brought back into it until the system which is imposed against the wishes of two-thirds of the men who are still in the industry has been abolished.

So also if the union were willing to admit more apprentices and otherwise increase its membership and abandon the two-period system, the supply of labor at attractive wages would not be wanting.

Many other restrictions of the union upon the freedom of labor could be quoted to show why their members are steadily diminishing. Many of these are not

in the constitution of the union but are embodied in the so-called wage scale. Although much of the work is compensated by piecework, the skillful and industrious are penalized for the benefit of the unskillful and the slothful by a restriction on the amount of work each can do. Thus the amount of work that a blower or grinder or cutter can do in any one day is limited under penalties imposed by the union for exceeding the limit. Even new inventions, however beneficent, are anathema, for it is provided by section 2, article 6, of the wage scale (R. 350) that any manufacturer who introduces "new inventions or supposed improvements shall, so long as said improvements continue to be an experiment or until it shall have been demonstrated that it will not be a loss to the workmen, pay a guaranty to all workmen whose work is or may be affected by said machinery or inventions."

We appreciate that the Federal Government has nothing to do with these working conditions in so far as they only *incidentally and remotely affect production of interstate products*. Reference is only made to them to answer the contention that the *deliberate and direct restraint of production under the wage agreement is explained and justified by the shortage of labor.*

Undoubtedly there is an unfortunate shortage of labor at a time when the Nation has the most urgent need of these and other building materials. But, as stated, the shortage is not natural but artificial, and is due to the fact that the union has surrounded itself with so high a wall and with such burdensome re-

strictions that not only have those outside no desire to come in but many of those who are inside have a strong desire, as manifested by their acts, to scale the walls in order to obtain greater freedom.

It is significant that the shrinkage in labor began in the two-period system. Before it was put into operation the supply of labor was steadily increasing. This is shown by the following figures which we quote from the able brief of the glass manufacturers (see page 9):

Year.	Number of men.	Year.	Number of men.
1914-15.....	3,779	1919.....	3,859
1915-16.....	4,116	1920-21.....	3,777
1916-17.....	4,898	1921-22.....	2,200
1917-18.....	4,192	1922-23.....	2,337

The necessary labor can be secured if the effort were permitted.

It is also contended that with the available labor supply as much hand-blown glass is produced in the restricted period as could be produced by the industry. But here again the assertion, if true, is based upon the voluntary act of the manufacturers and the union leaders in driving trained men out of the industry, greatly restricting the training of new workers, and then using the shortage of labor as an excuse for restricted production.

It is common sense that, free from these unlawful restrictions, the glass companies could produce in an entire year more than they are now producing in two-thirds of a year. Any other conclusion is a strain on credulity.

IV.

The plan restrains interstate commerce.

Separately considered, some portions of this alleged wage agreement are undoubtedly lawful. The Anti-Trust Act does not forbid workers to organize and bargain collectively with an employers' association or with individual employers as to the wages which shall be paid. Nor does this Act, nor even the power of Congress, extend to the regulation of the conduct of manufacturers in every case in which some of the products of their factories may pass into interstate commerce.

But the actions of this union in agreeing or refusing to agree with separate manufacturers were not simply the innocent and lawful transactions which they purported to be. They were not simply isolated transactions without ulterior motives. They were steps in the execution of an illegal plan upon which there had been an earlier agreement or understanding between the manufacturers' association and the union.

The manufacturers' association comprised the major portion of the manufacturers of hand-blown window glass, and controlled all, and the union comprised substantially all of the workers in the industry. These two organizations, against the wishes of a number of manufacturers and of an overwhelming majority of the workers, imposed their plan upon *all* of the plants

in the country. The manufacture of the glass was so regulated that no plant could operate more than eighteen weeks in the year and one-half of the plants could operate only sixteen weeks out of fifty-two.

Those plants are located in a number of different States. It was alleged and proved that a large portion of the glass manufactured was shipped in interstate commerce, that dealers in the glass were not able to fill all of their orders for interstate shipment and that interstate commerce was very materially restrained by the severe time limits which were imposed by virtue of the agreement between the manufacturers' association and the union. The restraint was not merely minor and incidental but great and intentional.

The learned counsel for the defendants contend that manufacturing alone is involved and that therefore the Anti-Trust Act does not apply. They rely largely upon *United States v. E. C. Knight Company*, 156 U. S. 1, where the Government's case was inadequately presented in pleadings and evidence and where, on the other hand, the opinion of the Court contained expressions which do not so fully represent the present view of the Court as to what constitutes a direct restraint upon interstate commerce as may be found in the dissenting opinion of Mr. Justice Harlan.

Opposing counsel further make a brief but very inadequate quotation from the opinion of this Court in *United Mine Workers v. Coronado Coal Company*, 259 U. S. 344. Upon the very able opinion of the Court in

the latter case the Government may well rely in support of its contention that the plan of the defendants restrained interstate commerce in violation of the Anti-Trust Act.

In the *Coronado* case it was charged that a conspiracy to prevent the mining of coal in one mine which produced in the maximum not more than 5,000 tons per week out of a total national production of from 10,000,000 to 15,000,000 tons per week was a conspiracy to restrain interstate commerce. The Court pointed out that the proportion of the total interstate commerce thus affected was so extremely small that the conspiracy could not have any appreciable effect upon such commerce. Surely the reasons given by the Court for its decision in this case do not support the proposition that interstate commerce is not restrained by an agreement or understanding under which every plant for the manufacture of hand-blown window glass in the entire country was to be kept closed approximately two-thirds of the entire year, although at least 85 per cent of the products of those plants was shipped in interstate commerce.

In the *Coronado* case the Court said (259 U. S. 407-412):

Coal mining is not interstate commerce, and the power of Congress does not extend to its regulation as such. * * * Obstruction to coal mining is not a direct obstruction to interstate commerce in coal, although it, of course, may affect it by reducing the amount of coal to

by carried in that commerce. We have had occasion to consider the principles governing the validity of congressional restraint of such indirect obstructions to interstate commerce in *Swift & Co. v. United States*, 196 U. S. 375; *United States v. Patten*, 226 U. S. 525; *United States v. Ferger*, 250 U. S. 199; *Railroad Commission of Wisconsin v. Chicago, Burlington & Quincy R. R. Co.*, 257 U. S. 563; and *Stafford v. Wallace*, 258 U. S. 495. It is clear from these cases that if Congress deems certain recurring practices, though not really part of interstate commerce, likely to obstruct, restrain or burden it, it has the power to subject them to national supervision and restraint. Again, it has the power to punish conspiracies in which such practices are part of the plan, to hinder, restrain or monopolize interstate commerce. But in the latter case, the intent to injure, obstruct or restrain interstate commerce must appear as an obvious consequence of what is to be done, or be shown by direct evidence or other circumstances. * * *

If unlawful means had here been used by the National body to unionize mines whose product was important, actually or potentially, in affecting prices in interstate commerce, the evidence in question would clearly tend to show that that body was guilty of an actionable conspiracy under the Anti-Trust Act. This principle is involved in the decision of the case of *Hitchman Coal & Coke Co. v. Mitchell*, 245 U. S. 229, and is restated in *American Steel Foundries v. Tri-City Central Trades Council*, 257 U. S. 184. But it is not a permissible interpretation of

the evidence in question that it tends to show that the motive indicated thereby actuates every lawless strike of a local and sporadic character, not initiated by the National body but by one of its subordinate subdivisions.

* * *

In *United States v. Patten*, 226 U. S. 525, running a corner in cotton in New York City by which the defendants were conspiring to obtain control of the available supply and to enhance the price to all buyers in every market of the country was held to be a conspiracy to restrain interstate trade because cotton was the subject of interstate trade and such control would directly and materially impede and burden the due course of trade among the States and inflict upon the public the injuries which the Anti-Trust Act was designed to prevent. Although running the corner was not interstate commerce, the necessary effect of the control of the available supply would be to obstruct and restrain interstate commerce and so the conspirators were charged with the intent to restrain. * * *

And so in the case at bar, coal mining is not interstate commerce and obstruction of coal mining, though it may prevent coal from going into interstate commerce, is not a restraint of that commerce unless the obstruction to mining is intended to restrain commerce in it or has necessarily such a direct, material and substantial effect to restrain it that the intent reasonably must be inferred. * * *

But it is said that these District officers and their lieutenants among the miners must

be charged with an intention to do what would be the natural result of their own acts; that they must have known that obstruction to mining coal in the Bache-Denman mines would keep 75 per cent of their output from being shipped out of the State into interstate competition, and to that extent would help union operators in their competition for business. *In a national production of from ten to fifteen million tons a week, or in a production in District No. 21 of 150,000 tons a week, 5,000 tons a week which the Bache-Denman mines in most prosperous times could not exceed would have no appreciable effect upon the price of coal or nonunion competition.* The saving in the price per ton of coal under nonunion conditions was said by plaintiffs' witnesses to be from seventeen to twenty cents, but surely no one would say that such saving on 5,000 tons would have a substantial effect on prices of coal in interstate commerce. Nor could it be inferred that Bache intended to cut the price of coal. His purpose was probably to pocket the profit that such a reduction made possible. (Italics ours.)

The decisions of this court fully support the distinctions set forth in the *Coronado case*. In addition to the cases there cited the court might, for example, have referred to *American Column & Lumber Co. v. United States*, 257 U. S. 377; *United States v. Reading Co.*, 226 U. S. 324, 358, 367, 370; and *Nash v. United States*, 229 U. S. 373, 380.

In the *Lumber Co. case* the court sustained an injunction against acts which merely tended to restrict

production, although the members of the combination did not, as in the instant case, obligate themselves to do so. They simply exchanged information, so that the Executive Secretary could as a bellwether of the flock so guide the members that they could—each acting voluntarily but obviously with an implied understanding—keep the supply below the demand. Such restriction of production was the “head and front” of the lumber combination’s offending.

In the *Reading Company case* contracts for the purchase of coal in Pennsylvania from Pennsylvania mine owners were declared illegal, the court saying (p. 370) that—

the extent of the control over the limited supply of anthracite coal by means of the great proportion theretofore owned and controlled by the defendant companies, and the extent of the control acquired over the independent output which constituted the only competing supply, affords evidence of an intent to suppress that competition and of a purpose to unduly restrain *the freedom of production, transportation, and sale of the article at tidewater markets.*

And in *Nash v. United States* the court held that even such misconduct as false raising of grades and false gauging, if in pursuance of a conspiracy in restraint of interstate commerce, would constitute violations of the Anti-Trust Act.

The later decisions in *C. A. Ramsay Co. v. Associated Bill Posters*, 260 U. S. 501, 511; and in *United States v. American Linseed Oil Co.*, 262 U. S. 371,

in both of which combinations were declared to be in violation of the Anti-Trust Act, bear out the distinctions laid down in the *Coronado case*.

In the *American Linseed Oil Co.* case the court said:

The Sherman Act was intended to secure equality of opportunity and to protect the public against evils commonly incident to monopolies and those abnormal contracts and combinations which tend directly to suppress the conflict for advantage called competition—the play of the contending forces ordinarily engendered by an honest desire for gain.

To hold that a nation-wide conspiracy to restrict production by absolute agreement of a product 85 per cent of which goes into interstate trade, is not within the inhibition of the Sherman law would be a surprising departure from the accepted doctrine of this Court.

V.

The Clayton Act does not exempt the agreements involved in this case from the operation of the antitrust laws.

Section 6 of the Clayton Act (38 Stat. 730, 731) provides:

That the labor of a human being is not a commodity or article of commerce. Nothing contained in the anti-trust laws shall be construed to forbid the existence and operation of labor, agricultural, or horticultural organizations, instituted for the purpose of mutual help, and not having capital stock or conducted for profit, or to forbid or restrain individual members of such organizations from lawfully carrying out the legitimate objects thereof; nor shall such organizations, or the members thereof, be held or construed to be illegal combinations or conspiracies in restraint of trade, under the anti-trust laws.

In view of this section it is clear that while unincorporated labor organizations are subject to the provisions of the antitrust laws and may be sued (*United Mine Workers of America v. Coronado Coal Co.*, 259 U. S. 344, 385, 391), organizations of workers are not *ipso facto* illegal. When those organizations are carrying out their "legitimate" objects, they are not restrained by the Anti-Trust laws. They are protected, however, only when carrying out such objects. Just as this court has held that while owners of patents and copyrights possess special privi-

leges, they can not go beyond those privileges and limit resale prices without violating the Anti-Trust Act (*Standard Sanitary Mfg. Co. v. United States*, 226 U. S. 20, 48, 49; see also *Dr. Miles Medical Co. v. John D. Park & Sons Co.*, 220 U. S. 373, 408, 409; *Boston Store v. American Graphophone Co.*, 246 U. S. 8), so also it has held that while workers may organize to attain the normal and "legitimate" objects of a labor organization, they may not so extend the activities protected under section 6 of the Clayton Act as to defeat the general purposes of the Anti-Trust laws. The right to combine and act collectively in fixing wages gives them no charter to override the great public policy of the Nation as formulated in the Sherman law.

No doubt remains on this point since the conclusive decision of this court in *Duplex Printing Press Co. v. Deering*, 254 U. S. 443, 469, where it said:

The section assumes the normal objects of a labor organization to be legitimate, and declares that nothing in the anti-trust laws shall be construed to forbid the existence and operation of such organizations or to forbid their members from *lawfully* carrying out their *legitimate* objects; and that such an organization shall not be held in itself—merely because of its existence and operation—to be an illegal combination or conspiracy in restraint of trade. But there is nothing in the section to exempt such an organization or its members from accountability where it or they depart from its normal and legitimate objects and engage in an actual combination

or conspiracy in restraint of trade. And by no fair or permissible construction can it be taken as authorizing any activity otherwise unlawful, or enabling a normally lawful organization to become a cloak for an illegal combination or conspiracy in restraint of trade as defined by the anti-trust laws. (Italics in last sentence ours.)

The Government does not contend that the National Window Glass Workers is in itself an illegal combination. It challenges simply one provision of the agreement or understanding between the union and the National Association of Window Glass Manufacturers and the subsequent proceedings in execution of that portion of the agreement. Such a provision would be clearly illegal but for the fact that one of the parties thereto is a labor union; and under the decision in the *Duplex Printing Press case* the participation of the union in an otherwise illegal combination or conspiracy does not make the combination or conspiracy legal.

The defendants' brief compares the separate wage agreements with agreements of waiters to serve in Florida during the winter and in Maine during the summer. But there is no real competition between winter and summer resorts which would thus be suppressed. No hotel keepers' association could reduce competition between the southern and northern resorts by united action with a union of the waiters. Therefore that illustration does not present a case analogous to the one which is now before the court. To say the least, it is far-fetched.

VI.

The intentions of the defendants when thus restraining interstate commerce are immaterial.

The defendants contend that their way was paved with good intentions. This court has pointed out that it is immaterial whether or not the motives of the defendants were good.

In *Addyston Pipe & Steel Co. v. United States*, 175 U. S. 211, 243, the court said:

It is useless for the defendants to say they did not intend to regulate or affect interstate commerce. They intended to make the very combination and agreement which they in fact did make, and they must be held to have intended (if in such case intention is of the least importance) the necessary and direct result of their agreement.

In *United States v. Patten*, 226 U. S. 525, 543, it said:

Bearing in mind that such was the nature, object and scope of the conspiracy, we regard it as altogether plain that by its necessary operation it would directly and materially impede and burden the due course of trade and commerce among the States and therefore inflict upon the public the injuries which the Anti-trust Act is designed to prevent. * * * That there is no allegation of a specific intent to restrain such trade or commerce does not make against this conclusion, for, as is shown

by prior decisions of this court, the conspirators must be held to have intended the necessary and direct consequences of their acts and cannot be heard to say the contrary. In other words, by purposely engaging in a conspiracy which necessarily and directly produces the result which the statute is designed to prevent, they are, in legal contemplation, chargeable with intending that result.

In *United States v. Reading Co.*, 226 U. S. 324, 370, it said:

Whether a particular act, contract or agreement was a reasonable and normal method in furtherance of trade and commerce may, in doubtful cases, turn upon the intent to be inferred from the extent of the control thereby secured over the commerce affected, as well as by the method which was used. *Of course, if the necessary result is materially to restrain trade between the States, the intent with which the thing was done is of no consequence.* * * *

In the instant case the extent of the control over the limited supply of anthracite coal by means of the great proportion theretofore owned or controlled by the defendant companies, and the extent of the control acquired over the independent output which constituted the only competing supply, affords evidence of an intent to suppress that competition and of a purpose to unduly restrain the freedom of production, transportation and sale of the article at tide-water markets. (Italics ours.)

In *Standard Sanitary Mfg. Co. v. United States*, 226 U. S. 20, 49, the court pointed out that in

Standard Oil Company v. United States, 221 U. S. 1,
and in *United States v. American Tobacco Company*,
221 U. S. 106, 181—

the comprehensive and thorough character of the law is demonstrated and its sufficiency to prevent evasions of its policy "by resort to any disguise or subterfuge of form," or the escape of its prohibitions "by any indirection." * * * Nor can they be evaded by good motives. The law is its own measure of right and wrong, of what it permits, or forbids, and the judgment of the courts cannot be set up against it in a supposed accommodation of its policy with the good intention of parties, and it may be, of some good results.

VII.

The agreement shows on its face that it constitutes a restraint of trade in violation of the Anti-Trust Act.

Under this agreement every manufacturer of hand-blown window glass in the United States is required to keep his plant closed two-thirds of the year, no matter how great may be the demand for glass in the building industry, no matter how eager he may be to manufacture or how earnestly the men in his plant may wish to continue in his employ.

Such an agreement can not endure for a moment under the rule laid down in *Addyston Pipe & Steel Co. v. United States*, 175 U. S. 211, 244, 245:

Total suppression of the trade in the commodity is not necessary in order to render the combination one in restraint of trade. It is the effect of the combination in limiting and restricting the right of each of the members to transact business in the ordinary way, as well as its effect upon the volume or extent of the dealing in the commodity that is regarded. (Italics ours.)

VIII.

CONCLUSION.

If it be true that the hand-blown window glass industry is dying, this condition is due to violations of the law which the Government is here seeking to enforce.

Is it without significance that the secretary of the union (the other salaried officer) receives each week from each company a statement as to the quantity of glass produced by that company in the preceding week (R. 350), giving to one person who is in constant touch with the manufacturers' association and working very much in harmony with that association information which if it were received by the association directly would be helpful to it, if its purpose is to create an artificial scarcity in the product in order to inflate prices?

May not the unwillingness of the Wage Committee to respect the wishes of their constituents as to the abolition of the two-period system be explained by the inference that that Committee is itself dominated by the manufacturers' wage committee who wish to create such artificial scarcity and thus accomplish what this Court condemned in the *American Column & Lumber Case*. (Ante, p. 43.)

The only effect of restricting production of building materials at the present time of extreme need, is

the maintenance of war price levels upon peace-time necessities.

If the union officials really desire to secure employment at glass making for those trained men who have left the industry in the past few years and the manufacturers' association really desires to make the glass plants produce glass up to their capacity, they can secure such aims by abandoning restrictions upon production and by allowing manufacturers to compete for workers.

The law has provided an adequate remedy for such evils as afflict this industry—freedom of competition.

Blow into the lungs of this industry the pure air of freedom for employer and employee alike and there will be no further talk of a "dying industry."

Any industry which receives nourishment only a fraction of the year and is thereafter starved and asphyxiated is apt to be a "dying industry."

What the patient needs is air.

JAMES M. BECK,

Solicitor General.

ROBERT P. REEDER,

Special Assistant to the Attorney General.

NOVEMBER, 1923.

Argument for Appellant.

**NATIONAL ASSOCIATION OF WINDOW GLASS
MANUFACTURERS ET AL. v. UNITED STATES.****APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES
FOR THE NORTHERN DISTRICT OF OHIO.**

No. 353. Argued November 22, 23, 1923.—Decided December 10,
1923.

1. Whether an agreement between all the manufacturers of a commodity and a union representing all the labor obtainable for its manufacture, violates the Sherman Law, when it concerns only the way in which the labor shall be employed in production, and not sales or distribution, depends upon the particular facts. P. 411.
2. The manufacturers of hand-blown window glass,—an article costing twice as much to produce, but sold at the same price, as window glass made with the aid of machines, the price of the latter necessarily fixing the price of the former,—finding the supply of workmen in their industry insufficient to run their factories continuously during the working season, and being unable to run undermanned without serious loss, made an arrangement with the workmen, through their union, whereby, in effect, all the available labor was apportioned to part of the factories for part of the season and to the others for the remainder, so that all the workmen were secured the advantage of continuous employment through all the season, and each factory secured its share of labor for one period and closed down during the other. *Held*, not a combination in unreasonable restraint of trade, assuming that it might affect interstate commerce. P. 412.

287 Fed. 228, reversed.

APPEAL from a decree of the District Court which enjoined a combination of the appellants, at the suit of the United States, under the Sherman Law.

Mr. John W. Davis, with whom *Mr. Montgomery B. Angell* was on the brief, for National Association of Window Glass Manufacturers, appellant.

I. The wage scale agreement deals solely with manufacture, not with interstate commerce. Its effects upon

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commerce, if any, are purely indirect and incidental. *United States v. Knight Co.*, 156 U. S. 1; *Anderson v. United States*, 171 U. S. 604; *United Mine Workers v. Coronado Co.*, 259 U. S. 344; *Hammer v. Dagenhart*, 247 U. S. 251; *Delaware, etc., R. R. Co. v. Yurkonis*, 238 U. S. 439; *Crescent Co. v. Mississippi*, 257 U. S. 129; *Gable v. Vonnegut Co.*, 274 Fed. 66; *Oliver Co. v. Lord*, 262 U. S. 172; *Heister v. Thomas Colliery Co.*, 260 U. S. 245; *Kidd v. Pearson*, 128 U. S. 1. Where the subject matter of the contract or combination is sales of articles in interstate commerce, as in *Standard Sanitary Co. v. United States*, 226 U. S. 20; *Straus v. American Pub. Assn.*, 231 U. S. 222; *Eastern States Lumber Assn. v. United States*, 234 U. S. 600; *Addyston Co. v. United States*, 175 U. S. 211; *Swift & Co. v. United States*, 196 U. S. 375, the interstate commerce is directly affected; in fact, such was the end in view. *Loewe v. Lawlor*, 208 U. S. 274; *Duplex Co. v. Deering*, 254 U. S. 443; and *Montague & Co. v. Lowry*, 193 U. S. 38, are distinguishable.

II. The wage scale agreement is within those legitimate objects of labor unions which are exempted from the operation of the Sherman Act by the provisions of the Clayton Act. *Hitchman Co. v. Mitchell*, 245 U. S. 229; *National Fireproofing Co. v. Mason Builders' Assn.*, 169 Fed. 259; *Hopkins v. United States*, 171 U. S. 578.

III. The wage scale agreement, with its two-period system, if it can be said to relate to commerce at all, is not an undue or unreasonable restraint. *Standard Oil Co. v. United States*, 221 U. S. 1; *United States v. American Tobacco Co.*, 221 U. S. 106; *United States v. St. Louis Terminal*, 224 U. S. 383; *Standard Sanitary Co. v. United States*, 226 U. S. 20; *United States v. Union Pacific R. R. Co.*, 226 U. S. 61; *United States v. Reading Co.*, 226 U. S. 324; *Nash v. United States*, 229 U. S. 373; *Eastern States Lumber Assn. v. United States*, 234 U. S. 600; *Chicago Board of Trade v. United States*, 246 U. S.

231; *United States v. U. S. Steel Corporation*, 251 U. S. 417; *United States v. Knight Co.*, 156 U. S. 1; *United States v. Addyston Co.*, 85 Fed. 271; *Anderson v. United States*, 171 U. S. 604; *Swift & Co. v. United States*, 196 U. S. 375; *United Mine Workers v. Coronado Coal Co.*, 259 U. S. 344.

Mr. Solicitor General Beck, with whom *Mr. Robert P. Reeder*, Special Assistant to the Attorney General, was on the brief, for the United States.

I. The restraint is for an unlawful purpose. No more complete or indefensible monopoly was ever established in any anti-trust case. It controls substantially all of the hand-blown glass industry—a necessary material in the building industry.

The exigencies of the war required the Government to make a partial restriction in the production of glass, but when the war had ended the exigency passed. Unfortunately in that period of restriction both manufacturers and the employees in this industry temporarily realized the advantages to them of limiting production. On the one hand, the manufacturers found that if production could be restricted below the demand of the public, the question of price was in their control and, thus basing an artificial price upon an artificial scarcity, they believed that they could make more money on a lessened production than if they met the demands of the market. Similarly, those who controlled the glass workers' union erroneously believed that a compulsory restriction of production would increase the demand for the product and therefore the wages of labor. To centralize power, the constitution of the union was interpreted as a virtual power of attorney to the wage committee to act as it pleased, without respect to the wishes of the members of the union. No other committee or officer had any authority in the matter, except that, after the wage agree-

ment was made, the executive board applied it to each manufacturer by allotting to him the first or second period, or both, if he were willing to operate two distinct plants. Even a referendum to the members of the union was powerless to overrule the arbitrary action of the wage committee.

II. The restraint has been imposed against the wishes of many of the manufacturers and of a large majority of the workers.

Both employer and employee were denied any freedom of action. No free labor market existed. The union had surrounded the industry with a wall, that no one could surmount. No manufacturer could operate without the consent of the union. The whole industry, employer and employee alike, only existed by the sufferance of a wage committee.

If it be true, as is claimed, that this alleged "dying industry" can not survive without the restrictions in question, then it is intolerable that the public should pay on capital expenditure for a whole year and only get in return a very restricted production of eighteen weeks. Such a proposition is economically indefensible. That such is not the case is clearly indicated by the fact that, until the industry was put on half-time during the war, it not only survived but, measured by the number of employees, was growing.

The testimony shows that hand-made glass is better in quality than machine glass, and presumably there will always be a market for the better quality. It is, however, unnecessary to theorize on this subject. The law of competition requires that the ability of any industry to survive should be put to the practical and unrestricted test.

The Government made little of the question of prices, for another indefensible feature of this monopoly was that there was no competition even in sales. The testimony

of the manufacturers themselves was that, having originally pooled their sales through a common selling agency, they subsequently and apparently by concerted action sold at the price fixed by the leading factory in the machine glass industry. Thus there was as little competition in selling price as there was in production.

III. The existing deficiency in the labor supply is not natural but is due to restrictions imposed upon those who wish to work in the industry. The record discloses that the great reduction in the number of workers has occurred since the installation of the two-period system and that a large majority of the members of the union are opposed to that system.

The shortage of labor was also due to the restrictions upon the manufacturers in the securing of the necessary workers.

IV. The plan restrains interstate commerce. The actions of this union, in agreeing or refusing to agree with separate manufacturers were steps in the execution of an illegal plan upon which there had been an earlier agreement or understanding between the manufacturers' association and the union. The manufacturers' association comprised the major portion of the manufacturers of hand-blown window glass, and controlled all, and the union comprised substantially all of the workers in the industry. It was alleged and proved that a large portion of the glass manufactured was shipped in interstate commerce, that dealers in the glass were not able to fill all of their orders for interstate shipment, and that interstate commerce was very materially restrained by the severe time limits which were imposed by virtue of the agreement between the manufacturers' association and the union. The restraint was not merely minor and incidental, but great and intentional. Distinguishing: *United States v. Knight Co.*, 156 U. S. 1; *United Mine Workers v. Coronado Co.*, 259 U. S. 344; *American Column Co. v.*

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United States, 257 U. S. 377; *United States v. Reading Co.*, 226 U. S. 324; *Nash v. United States*, 229 U. S. 373; *Ramsay Co. v. Associated Bill Posters*, 260 U. S. 501; *United States v. American Oil Co.*, 262 U. S. 371.

V. The Clayton Act does not exempt the agreements involved from the anti-trust laws. *United Mine Workers v. Coronado Co.*, 259 U. S. 344.

Just as this Court has held that, while owners of patents and copyrights possess special privileges, they cannot go beyond those privileges and limit resale prices without violating the Anti-Trust Act (*Standard Sanitary Co. v. United States*, 226 U. S. 20; see also *Miles Medical Co. v. Park & Sons Co.*, 220 U. S. 273; *Boston Store v. American Graphophone Co.*, 246 U. S. 8), so, also, it has held that, while workers may organize to attain the normal and "legitimate" objects of a labor organization, they may not so extend the activities protected under § 6 of the Clayton Act as to defeat the general purposes of the anti-trust laws. *Duplex Co. v. Deering*, 254 U. S. 443.

The Government does not contend that the National Window Glass Workers is in itself an illegal combination. It challenges simply one provision of the agreement or understanding between the union and the National Association of Window Glass Manufacturers, and the subsequent proceedings in execution of that portion of the agreement.

VI. The intentions of the defendants when thus restraining interstate commerce are immaterial. *Addyston Co. v. United States*, 175 U. S. 211; *United States v. Patten*, 226 U. S. 525; *United States v. Reading Co.*, 226 U. S. 324; *Standard Sanitary Co. v. United States*, 226 U. S. 20; *Standard Oil Co. v. United States*, 221 U. S. 1; *United States v. American Tobacco Co.*, 221 U. S. 106.

VII. The agreement shows on its face that it constitutes a restraint of trade in violation of the Anti-Trust Act. Under this agreement every manufacturer of hand-

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blown window glass in the United States is required to keep his plant closed two-thirds of the year, no matter how great may be the demand for glass in the building industry, no matter how eager he may be to manufacture or how earnestly the men in his plant may wish to continue in his employ. *Addyston Co. v. United States*, 175 U. S. 211.

Mr. Pierre A. White, with whom *Mr. I. L. Bradwin*, *Mr. R. M. Calfee* and *Mr. A. O. Dickey* were on the brief, for National Window Glass Workers et al., appellants.

I. The wage scale under attack has not curtailed or in any way lessened the production of hand-blown window glass, and has, therefore, not restrained trade. *Nash v. United States*, 229 U. S. 373.

II. The creation of the two-period plan is a reasonable and necessary regulation; it is the legitimate outgrowth of the peculiar business conditions confronting the industry. *United States v. Reardon*, 191 Fed. 454; 6 R. C. L. 789; *Nash v. United States*, *supra*; *Standard Oil Co. v. United States*, 221 U. S. 1; *United States v. American Tobacco Co.*, 221 U. S. 106; *United States v. St. Louis Terminal*, 224 U. S. 383; *Standard Sanitary Co. v. United States*, 226 U. S. 20; *United States v. Union Pacific R. R. Co.*, 226 U. S. 61; *United States v. Reading Co.*, 226 U. S. 324; 183 Fed. 427; *Eastern States Lumber Assn. v. United States*, 234 U. S. 600; *Chicago Board of Trade v. United States*, 246 U. S. 231; *United States v. U. S. Steel Corporation*, 251 U. S. 417; *United States v. Knight Co.*, 156 U. S. 1; *Anderson v. United States*, 171 U. S. 604; *Swift & Co. v. United States*, 196 U. S. 375; *United Mine Workers v. Coronado Co.*, 259 U. S. 344; *National Fireproofing Co. v. Mason Builders' Assn.*, 169 Fed. 259.

III. The wage scale does not bind a factory to operate during only one period, but in effect fixes the period of time during which the workers in the industry will work for one group of factories and the period of time during

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which the workers will work for the second group. To prevent the workers from so rationing their labor denies them a right to freedom of contract in respect to their services guaranteed to them by the Fifth Amendment. *Arthur v. Oakes*, 63 Fed. 310; *National Fireproofing Co. v. Mason Builders' Assn.*, 169 Fed. 259; *National Protective Assn. v. Cumming*, 170 N. Y. 315; *Grassi Co. v. Bennett*, 160 N. Y. S. 279; *Wunch v. Shankland*, 69 N. Y. S. 349; s. c. 170 N. Y. 573; *Pickett v. Walsh*, 192 Mass. 572; *Clemitt v. Watson*, 14 Ind. App. 38; *Jetton-Dekle Co. v. Mathew*, 53 Fla. 969; *Longshore Co. v. Howell*, 26 Ore. 527; *Bowen v. Matheson*, 14 Allen, 429; *Allgeyer v. Louisiana*, 165 U. S. 578; 2 Tiedeman, State and Federal Control of Persons and Property, p. 939; *In re Jacobs*, 98 N. Y. 106; *Butchers' Union Co. v. Crescent City Co.*, 111 U. S. 746; *State v. Kreutzberg*, 114 Wis. 530; *Erdman v. Mitchell*, 207 Pa. St. 79.

IV. The right to negotiate a wage scale is one of the rights guaranteed to a labor union by § 6 of the Clayton Act. The chief function of a labor union is the fixing of a wage scale covering periods of labor and wages. If the fixing of this scale is deemed a restraint of commerce, the right of labor to form and operate the labor union becomes an empty right, and § 6 of the Clayton Act is in effect vitiated and the benefits conferred by the act taken away. *Carew v. Rutherford*, 106 Mass. 1; *United States v. Joint Traffic Assn.*, 171 U. S. 505; Martin, Modern Law of Labor Unions, p. 13; *Powers v. Journeymen Bricklayers' Union*, 130 Tenn. 643.

V. The wage agreement in question involves manufacture only and not interstate commerce and is, therefore, beyond the regulatory power of Congress. *United States v. Knight Co.*, 156 U. S. 1; *Cornell v. Coyne*, 192 U. S. 418; *United Mine Workers v. Coronado Co.*, 259 U. S. 344; *Gable v. Vonnegut Co.*, 274 Fed. 66; *Federal Trade Comm. v. Claire Furnace Co.*, 285 Fed. 936; *In re Green*, 52 Fed.

104; *Oliver Co. v. Lord*, 262 U. S. 172; *Heisler v. Thomas Colliery Co.*, 260 U. S. 245; *Kidd v. Pearson*, 128 U. S. 120; *Hammer v. Dagenhart*, 247 U. S. 251; *Delaware, etc. R. R. Co. v. Yurkonis*, 238 U. S. 439; *Crescent Co. v. Mississippi*, 257 U. S. 129.

MR. JUSTICE HOLMES delivered the opinion of the Court.

This is a proceeding brought by the United States under the Act of July 2, 1890, c. 647, § 4; 26 Stat. 209, to prevent an alleged violation of § 1, which forbids combinations in restraint of trade among the States. The defendants are all the manufacturers of handblown window glass, with certain of their officers, and the National Window Glass Workers, a voluntary association, its officers and members, embracing all the labor to be had for this work in the United States. The defendants established a wage scale to be in effect from September 25, 1922, to January 27, 1923, and from January 29, 1923, to June 11, 1923; and the feature that is the object of the present attack is that this scale would be issued to one set of factories for the first period and to another for the second, but that no factory could get it for both, and without it they could not get labor and therefore must stop work. After a hearing a final decree was entered enjoining the defendants from carrying out the above or any similar agreements so far as they might limit and prescribe the time during which the defendant manufacturers should operate their factories for handblown window glass. 287 Fed. 228.

This agreement does not concern sales or distribution, it is directed only to the way in which union labor, the only labor obtainable it is true, shall be employed in production. If such an agreement can be within the Sherman Act at least it is not necessarily so. *United Mine Workers of America v. Coronado Coal Co.*, 259 U. S. 344, 408. To determine its legality requires a consideration

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of the particular facts. *Board of Trade of Chicago v. United States*, 246 U. S. 231, 238.

The dominant fact in this case is that in the last quarter of a century machines have been brought into use that dispense with the employment of the highly trained blowers and the trained gatherers needed for the handmade glass and in that and other ways have enabled the factories using machines to produce window glass at half the cost of the handmade. The price for the two kinds is the same. It has followed of course that the companies using machines fix the price, that they make much the greater part of the glass in the market, and probably, as was testified for the defendants, that the handmakers are able to keep on only by the sufferance of the others and by working longer hours. The defendants say, and it is altogether likely, that the conditions thus brought about and the nature of the work have driven many laborers away and made it impossible to get new ones. For the work is very trying, requires considerable training, and is always liable to a reduction of wages if the machine industry lowers the price. The only chance for the handworkers has been when and where they could get cheap fuel and therefore their tendency has been to follow the discoveries of natural gas. The defendants contend with a good deal of force that it is absurd to speak of their arrangements as possibly having any effect upon commerce among the States, when manufacturers of this kind obviously are not able to do more than struggle to survive a little longer before they disappear, as human effort always disappears when it is not needed to direct the force that can be got more cheaply from water or coal.

But that is not all of the defendants' case. There are not twenty-five hundred men at present in the industry. The Government says that this is the fault of the union; the defendants with much greater probability that it is the inevitable coming to pass. But wherever the fault, if

there is any, that is the fact with which the defendants had to deal. There were not men enough to enable the factories to run continuously during the working season, leaving out the two or three summer months in which the heat makes it impossible to go on. To work undermanned costs the same in fuel and overhead expenses as to work fully manned, and therefore means a serious loss. On the other hand the men are less well off with the uncertainties that such a situation brings. The purpose of the arrangement is to secure employment for all the men during the whole of the two seasons, thus to give all the labor available to the factories, and to divide it equally among them. From the view that we take we think it unnecessary to explain how the present system sprang from experience during the war when the Government restricted production to one-half of what it had been and an accident was found to work well, or to do more than advert to the defendants' contention that with the means available the production is increased. It is enough that we see no combination in unreasonable restraint of trade in the arrangements made to meet the short supply of men.

*Decree reversed.
Petition dismissed.*
